

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 18, 2022).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Interest Buydown Agreement and Escrow Agreement – Pace Program with the Bank of ND for the purpose of a buy down on the interest loan received by Epic Gateway N RE Holdings LLC.
- 2. Letter of Support for the PharmaMed Automation, Inc. project to the North Dakota Opportunity Fund.
- 3. Reject the bids for the Civic Center Parking Ramp vertical expansion and reconsider the project in 2023 (AFB22060).
- 4. Receive and file the following Ordinances:
  - a. Relating to Classification of Ordinance Violations.
  - b. Relating to the International Building Code.
  - c. Relating to the International Residential Code.
  - d. Relating to the International Existing Building Code.
  - e. Relating to the International Mechanical Code.
  - f. Relating to the International Fuel Gas Code.
  - g. Relating to the International Property Maintenance Code.
  - h. Relating to the International Energy Conservation Code.
  - i. Relating to Fire Protection and Prevention.
- 5. Site Authorizations for Games of Chance:
  - a. Special Olympics North Dakota at Rooters Bar.
  - b. Boys and Girls Club of the Red River Valley at Fargo Billiards/Gastropub.
  - c. Fargo Metro Baseball Association at Specks Bar.
  - d. Fargo Metro Baseball Association at Empire Tavern.
- 6. Application for Games of Chance:
  - a. Fargo Rotary FM for a raffle on 6/21/22.
  - b. NDSU Judging Club for a raffle on 6/6/22.
- 7. Application to add a new owner on the Class “ABH-Limited” Alcoholic Beverage License at the Fargo Residence Inn located at 4335 23rd Avenue South.

Extension of the Class "AC" Alcoholic Beverage License for the Northern Prairie Performing Arts d/b/a The Stage at Island Park, Fargo Moorhead Community Theatre until 11/1/22.

9. Agreement for Special Improvements with Tillstone Group, LLC (Special Improvement District No. BN-22-F1).
10. Agreement for Special Improvements with Scheels All Sports, Inc. (Special Improvement District No. BN-22-K1).
11. Use of CARES funds to provide cleaning services at the Downtown and Carlson Libraries.
12. Access Easement (Street, Water and Sewer) with Southeast Cass Water Resource District.
13. Pond Access and Maintenance Easement with Tillstone Group, LLC.
14. License Agreement with USA Department of Energy Western Area Power Administration (WAPA).
15. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Adam and Marcy Rinas (Project No. FM-19-C).
16. Change Order No. 1 in the amount of \$10,360.00 and Final Balancing Change Order No. 2 in the amount of \$11.50 for Project No. PR-21-A1.
17. Bid advertisement for Project No. SR-22-C.
18. Bid awards for the following Projects:
  - a. No. SL-22-A1.
  - b. No. TN-22-B1.
  - c. No. TP-21-B1.
19. Sole Source Procurement for a three-year period for replacement purchases through several existing vendors at the FARGODOME (SSP22081).
20. State Water Commission request for cost reimbursement for the Fargo-Moorhead Metropolitan Area Flood Risk Management Project in the amount of \$5,062,879.53.
21. Notice of Grant Award with the ND Department of Emergency Services Division of Homeland Security for the FY 2020-2021 Hazardous Materials Emergency Preparedness Training Grant (CFDA #20.703).
22. Bid award for Architectural Design Services for Fire Stations 2 and 8 (RFQ22059).
23. Bid award for mowing of tall grass and weeds – code enforcement (RFP22049).
24. Resolution Approving the 2022 Annual Action Plan, Analysis of Impediments to Fair Housing and Amendments to the 2021 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Programs.
25. Resolutions approving Plats for the following:
  - a. Bank Forward Addition.
  - b. University South 3rd Addition.
  - c. West Acres Seventh Addition.
26. Request to solicit proposals for an upgrade to the indoor firearms range.

27. Bid award for 2022/2023 highway deicing salt contract (RFP22068).
28. Change Order No. 2 for an increase of \$18,690.00 for the GTC Exterior Renovation.
29. Contracts and bonds for Project Nos. SR-22-B1 and UR-21-B1.
30. Bills.
31. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Wal-Mart Real Estate Business Trust for Improvement District No. BN-22-F1.
32. Create Improvement District No. BN-22-F.
33. Declare protests sufficient and reject all bids for Improvement District No. AN-22-A1.
34. Bid award for the following Improvement Districts:
  - a. No. BN-22-K1.
  - b. No. PR-22-C1.
35. Contracts and bonds for Improvement District Nos. BN-22-J1 and PR-22-F1.

**REGULAR AGENDA:**

36. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](http://FargoND.gov/VirtualCommission)).**
37. **\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**
  - a. Application to transfer a Class "ABH-RZ" Alcoholic Beverage License from The Hotel Donaldson, LLC d/b/a Hotel Donaldson to Blarney Stone Pub HoDo, LLC d/b/a Blarney Stone Pub HoDo to be located at 101 Broadway.
38. Recommendation for appointment of the Director of Finance.
39. Presentation on the North Dakota Department of Transportation's funding proposal.
40. Recommendation to approve the Amended Engineer's Report for the 32nd Avenue South Reconstruction Project.
41. Commissioner Piepkorn would like to have a discussion regarding the new elementary school being built in the Rocking Horse Farm Addition and the potential lost revenue to the City of Fargo.
  - a. Bid award for Improvement District No. UN-22-M1.
  - b. Agreement for Early Building Permit with West Fargo Public School District #6 (Improvement District No. UN-22-M1).
42. Status Report on Tax Increment Financing Districts.
43. Proposals for the sale of City owned property located at 401 3rd Avenue North.

Page 4 People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

MEMORANDUM

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**TO:** Board of City Commissioners

**FROM:** Jim Gilmour, Director of Strategic Planning and Research 

**DATE:** April 26, 2022

**SUBJECT:** In-Kind Commitment for EPIC Gateway Project

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EPIC is using Renaissance Zone incentives to develop a building on the Gateway site on Main Avenue. The City of Fargo has already approved a Renaissance Zone property tax exemption for the project.

EPIC GATEWAY N RE HOLDINGS LLC is applying for a buy down of its interest rate from the Bank of North Dakota. This requires community match, which can be an in-kind contribution of the Renaissance Zone property tax exemption.

Attached are agreements the City needs to approve for the in-kind contribution of the already approved Renaissance Zone incentives. Fargo is not providing any cash or loan guarantee. The Bank of North Dakota will provide a lower interest rate if this interest buy down is approved.

**Recommended Motion**

Approve agreements to provide in-kind contributions of Renaissance Zone property tax exemptions to EPIC GATEWAY N RE HOLDINGS LLC.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

## INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between **CITY OF FARGO** (the "Community"), and the **Bank of North Dakota** ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by **EPIC GATEWAY N RE HOLDINGS LLC** (the "Borrower") from **BANK FORWARD** (the "Originating Lender") dated \_\_\_\_\_. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note – means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business, but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

## ARTICLE II

### TERMS OF THE INTEREST RATE BUYDOWN

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.
- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.

### ARTICLE IV

#### AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. Job Creation: - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

## ARTICLE V

### CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

Community:	CITY OF FARGO 225 4TH ST N FARGO, ND 58102-4809
BND:	BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department
Borrower:	EPIC GATEWAY N RE HOLDINGS LLC 400 10TH ST SE MINOT ND 58701-4908

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver; Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION. 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	EPIC GATEWAY N RE HOLDINGS LLC	
Program Option:	Flex PACE	

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.**

**CITY OF FARGO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BANK OF NORTH DAKOTA**

By: Rodney Heit  
 \_\_\_\_\_  
 Rodney Heit

Its: Business Banker

**EPIC GATEWAY N RE HOLDINGS LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

## ESCROW AGREEMENT PACE PROGRAM

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **EPIC GATEWAY N RE HOLDINGS LLC** (the "Borrower") by **BANK FORWARD** (the "Originating Lender") pursuant to a promissory note dated (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents - means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent - means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program - means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program - means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule –labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return of funds or final Interest Rate Reduction

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

disbursement and shall have no further duties or obligations to any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

Community:	CITY OF FARGO 225 4TH ST N FARGO, ND 58102-4809
BND:	BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market
Escrow Agent:	BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department
Lender:	BANK FORWARD PO BOX 7070 FARGO ND 58106-7070

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver, Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

**BANK OF NORTH DAKOTA, BND**

**CITY OF FARGO**



\_\_\_\_\_  
Rodney Heit  
Title: Business Banker

\_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF NORTH DAKOTA, Escrow Agent**



\_\_\_\_\_  
Title: ESCROW OFFICER

**Please select Community's preferred billing option:**

- One-Time Payment (PV)
- Annually
- Semi-Annually
- Quarterly
- Monthly
- In-Kind, Rec. Zone*

Borrower:	EPIC GATEWAY N RE HOLDINGS LLC
Program Option:	Flex PACE

**COMMUNITY PACE  
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **EPIC GATEWAY N RE HOLDINGS LLC** (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately **4.00%** below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

\_\_\_\_\_  
Community Authorized Representative

\_\_\_\_\_  
(Please type or print name above)

MEMORANDUM

2

**TO:** Fargo City Commission

**FROM:** Jim Gilmour, Director of Strategic Planning and Research 

**DATE:** April 27, 2022

**SUBJECT:** Letter of Support for PharmaMed

---

The City of Fargo is a member of the North Dakota Opportunity Fund Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses. In order for a business to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and North Dakota Opportunity Fund (NDOF) involvement in the financing. There is no City financial support included required with the letter of support.

PharmaMed is applying to the NDOF for support for acquisition and improvement of a building in Fargo located at 2402 8th Avenue North. PharmaMed is expanding and adding additional employees. NDOF money would be used to buy down the interest rate in a Bank of North Dakota program. The letter of request is attached.

The Economic Development Incentives Committee reviewed the request and made a recommendation to the City Commission to provide a letter of support.

**Recommended Motion**

Provide a letter in support of the PharmaMed project and North Dakota Opportunity Fund involvement in the financing of the match of the Bank of ND interest buy down program.



April 18<sup>th</sup>, 2022

Jim Gilmour, Director of Strategic Planning and Research  
City of Fargo  
225 4<sup>th</sup> St. N.  
Fargo, ND 58102  
701-241-1476

To Whom It May Concern:

PharmaMed Automation, Inc. is requesting to be added to the April 26<sup>th</sup> agenda. PharmaMed Automation, Inc. is requesting support for the community match for an interest buydown from the ND Opportunity Fund. Below is an overview and history of PharmaMed Automation, Inc.

PharmaMed Automation, Inc is currently located in Hawley, MN and has been in business since June 2012 and was founded by Walter Stewart and Dustin Hanson, who each have 50% ownership. PharmaMed Automation, Inc is a custom automation engineering company. We provide custom automation packaging equipment primarily for the pharma-medical industry. Over the past 3 to 4 years – we have known that we were going to outgrow our current facility in Hawley, MN and had begun the process of looking for a larger facility.

A property came for sale located at 2402 8<sup>th</sup> Ave Fargo, ND 58102 and a purchase agreement has been signed. This property is being purchased by Northern Property Group, LLC which is also owned by Walter Stewart and Dustin Hanson, who each have 50% ownership. This property is approximately 19,380 square feet – warehouse 15,320 square feet & the office space is 4,060 square feet. This property has had extensive water damage due to a water main break and is in need of extensive renovations. We are looking at renovating the whole building. Our renovation would include building a CNC area, work cells for equipment to be built and new offices. Funding would also be used to buy two new CNC machines, a forklift and new office furniture. Currently, we are still in the process of finalizing our renovation bid numbers.

As we look at moving our business to Fargo, all of our current jobs will follow over with us. Our current job total is at 15 people. We plan on adding between 2 to 4 jobs within our first year of being in Fargo, ND and would anticipate that same growth in our 2<sup>nd</sup> year. Our goal at PharmaMed Automation Inc is to have 30 full-time employees which would be doubling our workforce in 5 years.

We thank-you for the opportunity to share our story and to work with you in the future on funding this development.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Hanson", written over a horizontal line.

Dustin Hanson  
President  
PharmaMed Automation, Inc.

PharmaMed  
112 15<sup>th</sup> St S Ste C (PO Box 760)  
Hawley, MN 56549



City Administration  
225 4th Street North  
Fargo, ND 58102

③

April 27, 2022

Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND

Re: Civic Center Parking Ramp vertical expansion

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 27, 2022 for a vertical expansion of the Civic Center Parking Ramp adjacent to the Radisson Hotel.

No bids were received from general contractors. Three bids were received for electrical work. The project cannot be constructed without a general contractor

I recommend that all electrical bids be rejected and the project be reconsidered in 2023.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Gilmour", is written over a light blue circular stamp.

Jim Gilmour  
Strategic Planning Director

**CITY ATTORNEY**

Nancy J. Morris

**ASSISTANT CITY ATTORNEYS**

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

April 21, 2022

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

4a

RE: Ordinance amendment: Classification of Overweight vehicles and  
Restricted use on certain streets

Dear Mayor Mahoney and Commissioners,

At the request of the police department and in accordance with this commission's directive on March 21, 2022, I am enclosing for your consideration, amendments to Fargo Municipal Code § 1-0305, which will change the classification penalty of the following ordinances from infractions to noncriminal: "overweight vehicles" (FMC § 8-0920) and "restricted use on certain streets" (FMC § 8-0924).

Currently, Fargo Municipal Code § 8-0920 (overweight vehicles) and § 8-0924 (restricted use of streets) are classified as infractions; meaning the fine can be anywhere from \$0 - \$1,000 and the Defendant must appear in person at the Fargo Municipal Court before pleading guilty. A noncriminal offense has a fee set by the Fargo Municipal Code, which may be paid without personally appearing.

Changing the penalty from infraction to noncriminal will not impact the potential administrative or civil action in which a city road is damaged and restitution is sought against the violator. In addition, a set fee of \$100 is consistent with a usual punishment/fine for both of these offenses.

Amending both of these ordinances from "infractions" to "noncriminal" brings them in line with other comparable offenses, allows for more convenient appearances and payment, and maintains similar fee/fine penalties.

**Suggested Motion:** I move to receive and file the following ordinance amending Fargo Municipal Code section 1-0305 of Article 1-03 of Chapter 1, relating to classification of ordinance violations, and to place the ordinance on for first reading at the next regularly-scheduled City of Fargo Commission meeting.

Sincerely,



William Wischer

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE AMENDING SECTION 1-0305  
2 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO  
3 CLASSIFICATION OF ORDINANCE VIOLATIONS

4 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in  
5 accordance with Chapter 40-05.1 of the North Dakota Code; and,

6 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
7 shall have the right to implement home rule powers by ordinance; and,

8 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said  
9 home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict  
10 therewith and shall be liberally construed for such purposes; and,

11 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
12 implement such authority by the adoption of this ordinance;

13 NOW, THEREFORE,

14 Be It Ordained by the Board of City Commissioners of the City of Fargo:

15 Section 1. Amendment.

16 1-0305. Classification of ordinance violations.

17 \* \* \* \*

18 C. Violations of the following ordinances are noncriminal offenses and shall require  
19 payment of a fee as follows:

20 \* \* \* \*

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-1518(A) (selling/consuming alcohol in public), section 25-1518(B) (possessing/consuming alcohol in public building).

\* \* \* \*

Section 2. Penalty.

A person who violates ordinance sections 8-0920 or 8-0924 shall be deemed to have committed a non-criminal offense and shall pay a fee of \$100 as provided in Section 1-0305 of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval, and publication.

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

**CITY ATTORNEY**

Nancy J. Morris

**ASSISTANT CITY ATTORNEYS**

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

April 28, 2022

4b-i

Board of City Commissioners  
City Hall  
225 Fourth Street North  
Fargo, ND 58102

**RE: Ordinances Repealing and Re-enacting Standard Building and Fire Codes**

Dear Commissioners,

Enclosed for your approval are ordinances repealing and re-enacting various standardized codes. As you know, the city of Fargo adopts by reference various standardized codes, which are updated periodically. As a matter of routine, city staff tailors the standardized code by recommending appropriate amendments to the standardized code language. City staff have obtained approval of the Board of City Commissioners to adopt the 2021 version of various standard codes, with amendments, and at its February 7<sup>th</sup>, 2022 meeting, the Board directed the City Attorney's office to prepare the appropriate ordinances. As a result, I am remitting to you for your approval, ordinances repealing and re-enacting the various standard codes along with appropriate amendments.

**Suggested Motion:** I move to receive and file the following Ordinances, and to place the Ordinances on for first reading at the next regularly-scheduled city commission meeting:

- An Ordinance Repealing and Re-enacting Article 21-01 of Chapter 21 of the Fargo Municipal Code relating to the International Building Code;
- An Ordinance Repealing and Re-enacting Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code relating to the International Residential Code;
- An Ordinance Repealing and Re-enacting Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code relating to the International Existing Building Code;
- An Ordinance Repealing and Re-enacting Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code relating to the International Mechanical Code;
- An Ordinance Repealing and Re-enacting Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code relating to the International Fuel Gas Code;
- An Ordinance Repealing and Re-enacting Article 31-01 of Chapter 31 of the Fargo Municipal Code relating to the International Property Maintenance Code;

- An Ordinance Repealing and Re-enacting Chapter 21.3 of the Fargo Municipal Code relating to the International Energy Conservation Code; and
- An Ordinance Repealing and Re-enacting Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code relating to Fire Protection and Prevention.

Please feel free to contact Shawn Ouradnik or me if you have any questions or concerns.

Sincerely,



Alissa R. Farol  
Assistant City Attorney

Enc.

cc: Shawn Ouradnik, Inspections Director  
Chris Rose, Assistant Director  
Ryan Erickson, Fire Marshal

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

4b

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21-01  
OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL BUILDING CODE

1  
2 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in  
3 accordance with Chapter 40-05.1 of the North Dakota Century Code; and

4 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
5 shall have the right to implement home rule powers by ordinance; and

6 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said  
7 home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict  
therewith and shall be liberally construed for such purpose; and

8 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
9 implement such authority by the adoption of this ordinance;

10 NOW, THEREFORE,

11 Be it Ordained by the Board of City Commissioners of the City of Fargo:

12 Section 1. Repeal.

13 Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby repealed in its  
14 entirety.

15 Section 2. Re-enactment.

16 Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby re-enacted to read as  
17 follows:

18 ARTICLE 21-01  
19 INTERNATIONAL BUILDING CODE -- ADOPTION – MODIFICATIONS

20 Section  
21 21-0101 International Building Code adopted.  
21 21-0102 Modification of International Building Code.  
22  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 21-0101. International Building Code adopted.—The erection, construction, enlargement,  
2 alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height,  
3 area, and maintenance of buildings or structures in the city of Fargo, North Dakota, shall meet with  
4 the provisions of the rules and regulations of the 2021 Edition of the International Building Code  
5 of the International Code Council as the same are now established in said code, a copy of which is  
6 on file in the office of the building inspector for the city of Fargo, with the exception of the sections  
7 hereinafter set forth affecting local conditions in the city of Fargo, which sections shall be  
8 substituted for and in lieu of like sections or paragraphs in said International Building code; and  
9 the board of city commissioners of said city of Fargo, by this section hereby approves and adopts  
10 such rules and regulations, as so modified, for use and application in the city of Fargo, North  
11 Dakota, and within the extra-territorial zoning jurisdiction of the city.

12 21-0102. Modification of International Building Code.—The International Building  
13 Code as adopted in § 21-0101 is hereby changed and amended as follows:

14 **Section 101.1** is hereby amended to read as follows:

15 **101.1 Title.** These regulations shall be known as the Building Code of ~~(NAME OF~~  
16 ~~JURISDICTION)~~ the City of Fargo hereinafter referred to as “this code.”

17 **Section 101.4.3** is hereby amended to read as follows:

18 **101.4.3 Plumbing.** The provisions of the ~~International Plumbing Code~~ North Dakota State  
19 Plumbing Code shall apply to the installation, alteration, repair and replacement of  
20 plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances,  
21 and where connected to a water or sewage system and all aspects of a medical gas system.  
22 The provisions of the ~~International Private Sewage Disposal Code~~ North Dakota State  
23 Plumbing Code shall apply to private sewage disposal systems.

**Section 103.1** is hereby amended to read as follows:

**103.1 Creation of enforcement agency.** The Inspections Department ~~[INSERT NAME~~  
~~OF DEPARTMENT]~~ is hereby created and the official in charge thereof shall be known as  
the building official. The function of the agency shall be the implementation,  
administration and enforcement of the provisions of this code.

**Section 104.2.1** is hereby deleted in its entirety.



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

11. Swings and other playground equipment accessory to detached one and two family dwellings.

12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

14. Reroofing.

**Section 107.2.6.1** is hereby deleted in its entirety.

**Section 107.3.1** is hereby amended to read as follows:

**107.3.1 Approval of construction documents.** When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as “Reviewed for Code Compliance.” One set of construction documents so reviewed shall be retained by the Building Official. ~~The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.~~

**Section 109.2** is hereby amended to read as follows:

**109.2 Schedule of permit fees.** Where a permit is required, a fee for each permit and plan review shall be paid as required, in accordance with the schedule as established by the ~~applicable governing authority~~ Board of City Commissioners. The plan review fees specified in this subsection are separate from, and in addition to, permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged in an amount not to exceed 10% of the building permit fee established in Section 109.2.

**Section 110.3.3** is hereby deleted in its entirety.

**Section 110.3.12.1** is hereby deleted in its entirety.

**Section 305.2** is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**305.2 Group E, day care facilities.** This group includes buildings and structures or portions thereof occupied by more than ~~five~~ twelve children older than 2 ½ years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

1  
2 **Section 305.2.2** is hereby amended to read as follows:

3 **305.2.2 ~~Five~~ Twelve or fewer children.** A facility having ~~five~~ twelve or fewer children receiving such day care shall be classified as part of the primary occupancy.

4  
5 **Section 305.2.3** is hereby amended to read as follows:

6 **305.2.3 ~~Five~~ Twelve or fewer children in a dwelling unit.** A facility such as the above within a dwelling unit and having ~~five~~ twelve or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

7  
8  
9 **Section 308.5** is hereby amended to read in part as follows:

10 **308.5 Institutional Group I-4 Daycare facilities.** Institutional Group I-4 occupancy shall include buildings and structures occupied by more than ~~five~~ twelve persons of any age who receive custodial care for fewer than 24 hours per day by persons other than parents or guardians; relatives by blood, marriage or adoption; and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

13 Adult day care

14 Child day care

15  
16 **Section 308.5.1** is hereby amended to read in part as follows:

17 **308.5.1 Classification as a Group E.** Every child day care facility that provides care for more than ~~five~~ twelve but not more than 100 children 2 ½ years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

18  
19  
20 **Section 308.5.3** is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**308.5.3 Five Twelve or fewer persons receiving care.** A facility having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

**Section 308.5.4** is hereby amended to read as follows:

**Section 308.5.4 Five Twelve or fewer persons receiving care in a dwelling unit.** A facility such as the above within a dwelling unit having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

**Section 406.3.2.1** The last sentence of this section is hereby deleted as follows:

~~Doors shall be self-closing and self-latching.~~

**Section 802.4** is hereby deleted in its entirety.

**Section 905.1** is hereby amended to add an exception to read as follows:

Exception: The installation of fire hose on standpipes may be omitted when approved by the local fire code official. Approved standpipe hose valves and connections shall be provided where required.

**Section 907.2.11.1** is hereby amended to read as follows:

**907.2.11.1 Group R-1.** Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

\* \* \* \*

4. In sleeping units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallway and in the adjacent room.

**Section 907.2.11.2** is hereby amended to read as follows:

**907.2.11.2 Groups R-2, R-3, R-4 and I-1.** Single- or multiple station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

\* \* \* \*

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4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping room exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallway and in the adjacent room.

1 **Section 1003.3.1** is hereby amended as follows:

2 \* \* \* \*

3 An approved barrier shall be provided where the vertical clearance above a circulation path  
4 is less than 80 inches (2032 mm) high above the finished floor. ~~The leading edge~~ A portion  
5 of such a barrier shall be located 27 inches (686 mm) maximum above the finished floor.

6 **Section 1009.8.1** is hereby amended to read as follows:

7 **1009.8.1 System requirements.** Two-way communication systems shall provide  
8 communication between each required location and the fire command center or a central  
9 control point location approved by the fire department. Where the central control point is  
10 not a constantly attended location, the two-way communication system shall have timed,  
11 automatic telephone dial-out capability that provides two-way communication with an  
12 approved supervising station ~~or 9-1-1~~. The two-way communication system shall include  
13 both audible and visible signals.

14 **Section 1011.1** Exceptions are hereby amended to read as follows.

- 15 1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with  
16 Section 1030.
- 17 2. A stairway complying with section 1011 except where in a B, F, M, S or U that serves an  
18 area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8  
19 inches and a minimum tread depth of 9 inches, has a minimum width of 36 inches and has  
20 at least one handrail that terminates at the top and bottom riser and otherwise complies with  
21 section 1014.

22 **Section 1011.5.2** Exceptions are hereby amended to read as follows:

23 **Section 1011.5.2 Exceptions:**

\* \* \* \*

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3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units; the maximum riser height shall be ~~7¾ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152mm). A nosing projection not less than ¾ inch (19.1mm) but not more than 1 ¼ inches (32mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279mm).

**Section 1015.2** is hereby amended to read as follows:

**1015.2 Where required.** Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings, that are located more than 30 inches(762 mm) ~~measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side above the floor or grade below or if within 36 inches (914 mm) horizontally to the edge of the open side of the vertical measurement to the floor or grade below is greater than 48 inches.~~ Guards shall be adequate in strength and attachment in accordance with section 1607.9.

**Section 1104.4** Exceptions are hereby amended to read as follows:

Section 1104.4 Exceptions:

1. An accessible route is not required to stories, mezzanines and occupied roofs that have an ~~aggregate~~ area of not more than 3,000 square feet (278.7 m<sup>2</sup>), or are in a building 2 stories or less above grade plane and are located above ~~and~~ or below accessible levels. This exception shall not apply to:

\* \* \* \*

**Section 1202.1** is hereby amended to read as follows:

**1202.1 General.** Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the International Mechanical Code.

~~Where the air infiltration rate in a dwelling unit is less than 5 air changes per hour where tested with a blower door at a pressure 0.2 inch w.e. (50 Pa) in accordance with Section R402.4.1.2 of the International Energy Conservation Code Residential Provisions, the dwelling unit shall be ventilated by mechanical means in accordance with~~

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~~Section 403 of the International Mechanical Code. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the International Mechanical Code.~~

1 **Section 1204.4.4** is hereby deleted in its entirety.

2 **Sections 1206** is hereby deleted in its entirety.

3 **Section 1402.6** is hereby deleted in its entirety.

4 **Section 1402.7** is hereby deleted in its entirety.

5 **Section 1601.1** is hereby amended to read as follows:

6 **1601.1 Scope.** The provisions of this chapter shall govern the structural design of  
7 buildings, structures and portions thereof regulated by this code.

8 It shall not be the responsibility of the building official to determine engineering  
9 requirements of this code. Exclusive of the conventional light-frame wood construction  
10 provisions referenced in Section 2308, the method to resist loads as referenced in this  
11 chapter is the responsibility of a structural engineer or other qualified design professional.

12 **Section 1610.1** exception is hereby amended to read as follows:

13 **Exception:** Foundation walls extending not more than 8 9 feet (2438-mm) below  
14 grade and laterally supported at the top by flexible diaphragms shall be permitted  
15 to be designed for active pressure.

16 **Section 1612** is hereby deleted in its entirety.

17 **Section 1804.4** is hereby deleted in its entirety and the following text enacted:

18 **Section 1804.4 Site Grading.** Surface drainage shall be diverted to a storm sewer  
19 conveyance or other approved point of collection. Lots shall be graded to drain  
20 surface water away from foundation walls.

21 The procedure used to establish the final ground level adjacent to the foundation  
22 shall account for additional settlement of the backfill.

23 **Section 1804.5** is hereby deleted in its entirety.

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Section 1805.1.2.1 is hereby deleted in its entirety.

Section 1809.5 is hereby amended to add a new exception as follows:

1           **1809.5 Frost protection.** Except where otherwise protected from frost...

2           \*   \*   \*   \*

3           4. Free-standing buildings used as Group U occupancies for the storage of private  
4           or pleasure-type motor vehicles constructed in accordance with Sections 406.3.1.

5           Section 2901.1 is hereby amended to read as follows:

6           **Section 2901.1 Scope.** The provisions of this chapter and the North Dakota State Plumbing  
7           Code International Plumbing Code shall govern the design, construction, erection and  
8           installation of plumbing components, appliances, equipment and systems used in buildings  
9           and structures covered by this code. Toilet and bathing rooms shall be constructed in  
10          accordance with Section 1210. Private sewage disposal systems shall conform to the North  
11          Dakota State Plumbing Code International Private Sewage Disposal Code. The International  
12          Fire Code, the International Property Maintenance Code and the North Dakota State Plumbing  
13          Code International Plumbing Code shall govern the use and maintenance of plumbing  
14          components, appliances, equipment and systems. The International Existing Building Code  
15          and the North Dakota State Plumbing Code International Plumbing Code shall govern the  
16          alteration, repair, relocation, replacement and addition of plumbing components, appliances,  
17          equipment and systems.

13           Section 3. Penalty.

14           A person who willfully violates this ordinance is guilty of an infraction. Every person,  
15           firm or corporation violating an ordinance which is punishable as an infraction shall be punished  
16           by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the  
17           suspension thereof.

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Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

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(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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4c

1 AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.1-01 OF CHAPTER 21.1  
2 OF THE FARGO MUNICIPAL CODE  
3 RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

4 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance  
5 with Chapter 40-05.1 of the North Dakota Century Code; and

6 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
7 shall have the right to implement home rule powers by ordinance; and

8 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home  
9 rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith  
10 and shall be liberally construed for such purpose; and

11 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
12 implement such authority by the adoption of this ordinance;

13 NOW, THEREFORE,

14 Be it Ordained by the Board of City Commissioners of the City of Fargo:

15 Section 1. Repeal.

16 Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby repealed in its  
17 entirety.

18 Section 2. Re-enactment.

19 Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby re-enacted to read  
20 as follows:

21 CHAPTER 21.1

22 INTERNATIONAL RESIDENTIAL CODE

23 Article

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21.1-01 International Residential Code--Adoption—Amendments, §§ 21.1-0101 to 21.1-0102

ARTICLE 21.1-01

Section

21.1-0101 Adoption of International Residential Code by Reference

21.1-0102 Amendment to International Residential Code

21.1-0101. Adoption of International Residential Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Residential Code recommended and compiled by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.1-0102. Amendment to International Residential Code.--The International Residential Code as adopted in Section 21.1-0101 is hereby changed and amended as follows:

**Section R101.1** is hereby amended to read as follows:

**R101.1 Title.** These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such and will be referred to herein as “this code.”

**Section R104.8** is hereby amended to read as follows:

**R104.8. Liability.** The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

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This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

**Section R104.10.1** is hereby deleted in its entirety.

**Section R105.2** is hereby amended to read as follows:

**R105.2 Work exempt from permit.** Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

**Building:**

1. Other than storm shelters, one-story detached accessory structures, provided the floor area does not exceed ~~200 (18.58m<sup>2</sup>)~~ 120 square feet.

2. Fences not over ~~7 (2134 mm)~~ 8.5 feet high.

\* \* \* \*

7. ~~Prefabricated~~ Swimming pools that are less than 24 inches (610 mm) deep.

\* \* \* \*

10. Decks not exceeding ~~200 (18.58 m<sup>2</sup>)~~ 120 square feet in area, that are not more than ~~30 (762mm)~~ 7 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

**Section R105.3.1.1** is hereby deleted in its entirety.

**Section R106.1.4** is hereby deleted in its entirety.

**Section R106.4** is hereby deleted in its entirety.

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Section R108.3 is hereby amended to read as follows:

**R108.3 Building permit valuations.** Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

Section R201.3 is hereby amended to read as follows:

**R201.3 Terms defined in other codes.** Where terms are not defined in this code such terms shall have the meanings ascribed in other code publications of the International Code Council. Wherever the term 'International Plumbing Code' or 'International Private Sewage Disposal Code' is used in the International Residential Code, it shall mean the North Dakota State Plumbing Code. Wherever the term 'ICC Electrical Code' is used in the International Residential Code, it shall mean the National Electrical Code together with the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean the Fargo Flood Plain Management Ordinance together with the Fargo Flood Proofing Code (Fargo Municipal Code Article 21-06).

Table R301.2 is hereby amended to read as follows:

Table 301.2(1)  
Climactic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Underlayment Required	Barrier	Flood Hazards	Alt Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite						
50	11.5	No	No	No	Zone A	Severe	4.5'	None	-18°	Yes		1978	4000	41.5°
Manual J Design Criteria														
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Temperature	Design Cooling	Design Temperature	Heating Temperature Difference						
869'	46°	-17°	88°	None	70°	75°	57°							
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity								
13°	15 mph	7.5 mph	70	M	30%	50%								

Section R301.2.4 is hereby deleted in its entirety.

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**Table R302.1(1) Exterior Walls.** The fourth column is hereby amended as follows:

1	0 feet
2	<del>≥ 5</del> 3 feet
3	< 2 feet
4	≥ 2 feet to < <del>5</del> 3 feet
5	<del>≥ 5</del> 3 feet
6	< 3 feet
7	3 feet
8	5 feet
9	< 3 feet
10	3 feet

**Section R302.5.1** is hereby amended to read as follows:

**R302.5.1 Opening Protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1<sup>3</sup>/<sub>8</sub> inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1<sup>3</sup>/<sub>8</sub> inches (35 mm) thick, or 20-minute fire-rated doors, ~~equipped with a self-closing device or automatic-closing device.~~

**Section R307.1** is hereby amended to read as follows:

**Section R307.1 Space required.** Fixtures shall be spaced in accordance with the requirements of the North Dakota State Plumbing Code and Figure R307.1, and in accordance with the requirements of Section P2705.1 with the exception of the clearance in front of the water closets and bidets which shall be at least 24 inches.

**Section R309.3** is hereby deleted in its entirety.

**Section R310.2.3** is hereby amended to add the following exception:

**Exception:** Below grade emergency escape and rescue windows shall have a maximum sill height of 48 inches.

**Section R310.4.2** is hereby amended to read as follows:

**R310.4.2 Ladder and steps.** Area wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with an approved, permanently affixed ladder or steps- usable with the window in the fully open position or shall be equipped with a permanently-attached

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platform at least 30 inches by 16 inches. The maximum distance between the top of the window well and a platform shall be 42 inches and shall not impede the operation of the window. The ladder or steps shall not be obstructed by the emergency escape and rescue opening where the window or door is in the open position. Ladders or steps required by this section shall not be required to comply with Section R311.7.

**Section R310.4.2.1** is hereby amended to add the following exception:

**Exception:** Terraced window wells with a maximum of 24 inches per vertical rise and minimum of 12 inches per horizontal projection on each level shall also be allowed.

**Section R311.3** exceptions are hereby amended to read as follows:

**Exceptions:**

1. Exterior balconies less than 60 square feet (5.6 m<sup>2</sup>) and only accessed from a door are permitted to have a landing that is less than 36 inches (914 mm) measured in the direction of travel.
2. A landing is not required on the outside of exterior doors other than the required egress door, where a stairway with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided the door does not swing over the stairway.

**Section R311.3.1** exception is hereby amended to read as follows:

**Exception:** The landing or floor on the exterior side shall not be more than  $7\frac{3}{4}$  (196 mm) 8 inches below the top of the threshold provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at grade, they shall be provided with access to grade by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

**Section R311.3.2** is hereby amended to read as follows:

**R311.3.2 Floor elevations for other exterior doors.** Doors other than the required egress door shall be provided with landings or floors not more than  $7\frac{3}{4}$  (196 mm) 8 inches below the top of the threshold.

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**Exception:** A top landing is not required where a stairway ~~of not more than two risers with a total rise of less than 30 inches (762 mm)~~ is located on the exterior side of the door, provided that the door does not swing over the stairway.

**Section R311.7.5.1** is hereby amended to read as follows:

**R311.7.5.1 Risers.** The riser height shall be not more than ~~7<sup>3</sup>/<sub>4</sub> (196 mm)~~ 8 inches.  
\* \* \* \*

**Section R311.7.5.2** is hereby amended to add the following exception:

**Exception:** Where a landing is not provided or required by sections R311.3, R311.3.2, or R311.7.6, the top tread of a stair serving exterior doors other than the required exit door, and in-swinging doors opening into an attached garage, shall be permitted to exceed the smallest tread by more than 3/8 inch (9.5mm). Such a tread shall be at least 18 inches (457mm) measured in the direction of travel.

**Section R311.7.5.2.1** is hereby amended to read as follows:

**R311.7.5.2.1 Winder treads.** Winder treads shall have a tread depth of not less than ~~10 (254 mm)~~ 9 inches measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline. \* \* \* \*

**Section R311.7.6** exceptions are hereby amended to read as follows:

**Exceptions:**

1. A floor or landing is not required at the top of an interior flight of stairs, including stairs in an enclosed garage, provided a door does not swing over the stairs.
2. A landing is not required at the top of an exterior flight of stairs with a total rise of less than 30 inches, provided the door does not swing over the stairway.

**Section R312.1.1** is hereby amended to read as follows:

**Section 312.1.1 Where Required.** Guards shall be provided for those portions of open-sided walking surfaces, including floors, stairs, ramps, and landings, that are located more than 30 inches (762mm) measured vertically to the floor or grade ~~below at any point or to the bottom of any window well~~ within 36 inches (914mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

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Section R313.1 is hereby amended to read as follows:

**R313.1 Townhouse automatic fire sprinkler systems.** An automatic residential sprinkler system shall be installed in townhouses-which are located on a private street or private fire department access road that is required to be greater than 150 feet in length as required by Section 503 of the International Fire Code.

Section R313.2 is hereby deleted in its entirety.

Section R322 is hereby deleted in its entirety.

Section R327 is hereby deleted in its entirety.

Section R401.1 is hereby amended to read as follows:

**R401.1 Application.** The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2(1) shall meet the provisions of Section R322-, the Fargo Floodproofing Code (Article 21-06), and any other applicable requirements of the city of Fargo. Wood foundations shall be designed and installed in accordance with AWC PWF.

\* \* \* \*

Section R401.3 exception is hereby deleted in its entirety.

Section R403.1.4.1 exceptions are hereby amended to read as follows:

**Exceptions:**

1. Protection of freestanding accessory structures ~~with an area of 600 square feet (56 m<sup>2</sup>) or less,~~ of light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
2. Protection of freestanding, accessory structures with an area of 400 square feet (37 m<sup>2</sup>) or less, of other than light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
3. Uncovered decks need not be provided with footings that extend below the frost line.

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Section R404.1.3.2 is hereby amended to read as follows:

**R404.1.3.2 Reinforcement for foundation walls.** Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with Table R404.1.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.2(6), R404.1.2(7), ~~or R404.1.2(8)~~, or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and R404.1.2(2). \* \* \* \*

Table R404.1.2(10) is hereby adopted to read as follows:

**Table R404.1.2(10)  
 Foundation Wall Reinforcing  
 Active Pressure = 45pcf**

<b>Minimum Reinforcement for Concrete Foundation Walls</b>		
<b>Wall Height (h) feet</b>	<b>Wall Thickness (t) inches</b>	<b>Vertical Reinforcing</b>
<b>8</b>	<b>8</b>	<b>#4 @ 24" o.c. #5 @ 40" o.c.</b>
	<b>10</b>	<b>#4 @ 30" o.c. #5 @ 50" o.c.</b>
<b>9</b>	<b>8</b>	<b>#4 @ 18" o.c. #5 @ 28" o.c.</b>
	<b>10</b>	<b>#4 @ 24" o.c. #5 @ 36" o.c.</b>
<b>10</b>	<b>10</b>	<b>#4 @ 16" o.c. #5 @ 26" o.c.</b>

Notes:

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength  $F_c^1 = 3,000$  pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Table R404.1.2(11) is hereby adopted to read as follows:

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**Table R404.1.2(11) Foundation Wall Reinforcing  
Active Pressure = 65 pcf**

<b>Minimum Reinforcement for Concrete Foundation Walls</b>		
<b>Wall Height (h) Feet</b>	<b>Wall Thickness (t) inches</b>	<b>Vertical Reinforcing</b>
<b>8</b>	<b>8</b>	#4 @ 18" o.c. #5 @ 26" o.c. #6 @ 40" o.c.
	<b>10</b>	#4 @ 24" o.c. #5 @ 36" o.c. #6 @ 52" o.c.
<b>9</b>	<b>8</b>	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 26" o.c.
	<b>10</b>	#4 @ 16" o.c. #5 @ 24" o.c. #6 @ 36" o.c.
<b>10</b>	<b>10</b>	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 24" o.c.

**Notes:**

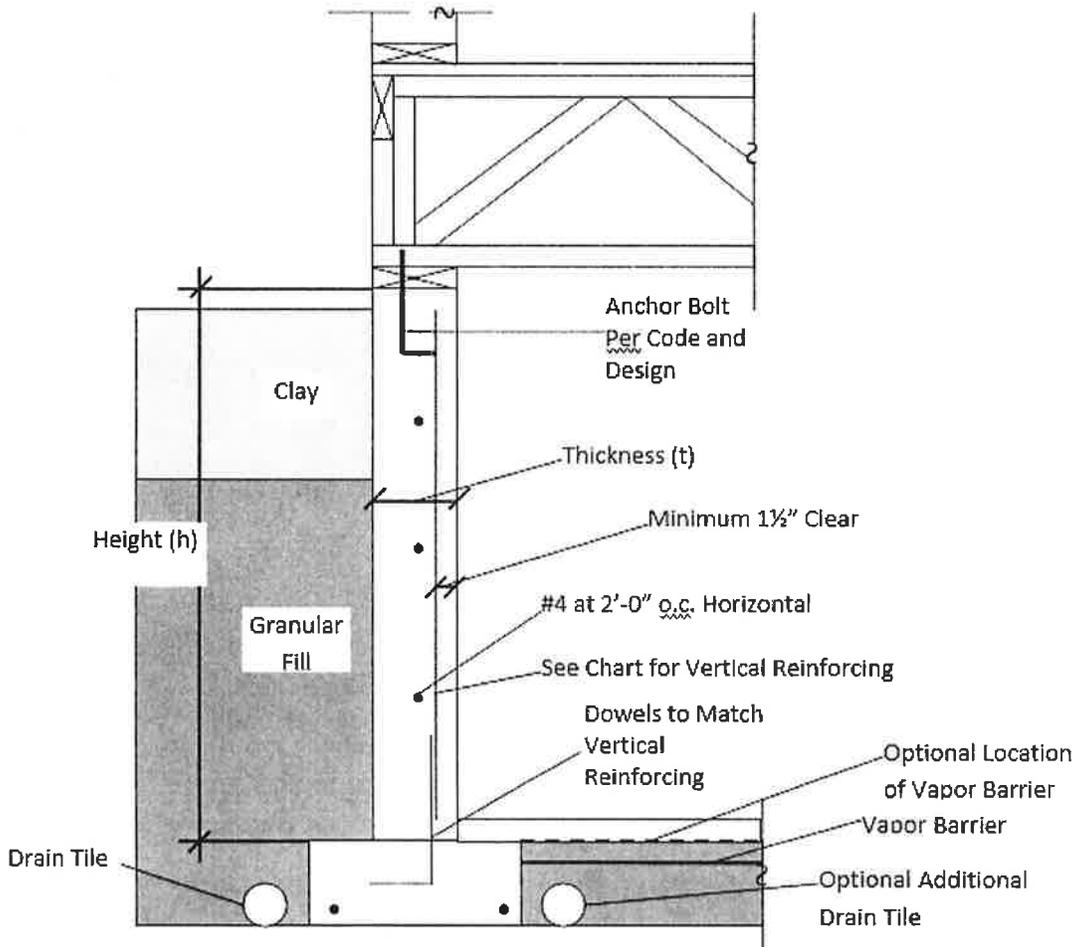
1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength  $F_c^1 = 3,000$  pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

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Figures R404.1.2(1) and R404.1.2(2) are hereby adopted as shown:

FIGURE R404.1.2(1)

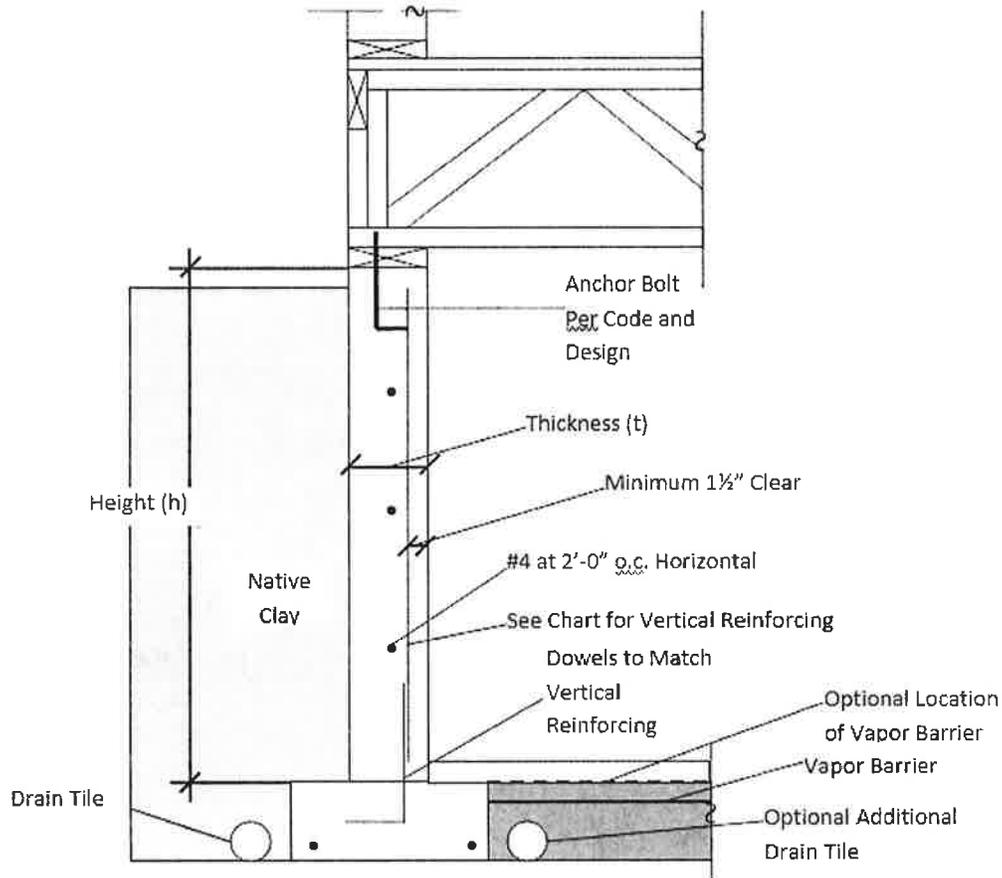


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FIGURE R404.1.2(2)



Section R507.3 is hereby deleted in its entirety.

Table R507.3.1 is hereby deleted in its entirety.

Section R602.7.2 is hereby amended to read as follows:

**R602.7.2 Rim board headers.** Rim board header size, material and span shall be in accordance with Table R602.7(1). Rim board headers shall be constructed in accordance with Figure R602.7.2 and shall be supported at each end by full-height studs. ~~The number of full height studs at each end shall be not less than the number of studs displaced by half of the header span based on the maximum stud spacing in accordance with Table R607.3(5).~~ Rim board headers supporting concentrated loads shall be designed in accordance with accepted engineering practice.

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Section R602.7.5 is hereby amended to read as follows:

**R602.7.5 Support for headers.** Headers shall be supported on each end with one or more jack studs or with approved framing anchors in accordance with Table R602.7(1) or R602.7(2). The full-height stud adjacent to each end of the header shall be end nailed to each end of the header in accordance with Table R602.3(1). ~~The minimum number of full-height studs at each end of a header shall be in accordance with Table R602.7.5.~~

Table R602.7.5 is hereby deleted in its entirety.

Table N1102.1.2 (R402.1.2) is hereby amended to read as follows:

Maximum Assembly U-Factors and Fenestration Requirements

Climate Zone	Fenestration U-Factor <sup>f</sup>	****	Ceiling U-Factor	Frame Wall U-Factor	****	Basement Wall U-Factor
6	<del>0.30</del> <u>0.32</u>	****	<del>0.024</del> <u>0.026</u>	<del>0.045</del> <u>0.057</u>	****	<del>0.050</del> <u>0.059</u>

(balance of table remains unchanged.)

Table N1102.1.3 (R402.1.3) is hereby amended to read as follows:

Insulation Minimum R-Values and Fenestration Requirements by Component<sup>a</sup>

Climate Zone	Fenestration U-Factor <sup>b,i</sup>	Ceiling R-Value	Wood Frame Wall R-Value <sup>g</sup>	****	Basement <sup>c, g</sup> Wall R-Value
6	<del>0.30</del> <u>0.32</u>	<del>60</del> <u>49</u>	<del>30 or 20 &amp; 5ei<sup>h</sup> or 13 &amp; 10ei<sup>h</sup> or 0 &amp; 20ei<sup>h</sup> 21 or 13 &amp; 5ci<sup>h</sup></del>	****	<del>15ei or 19 or 13 &amp; 5ei 10ci or 15</del>

(balance of table remains unchanged.)

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Table N1102.4.1.1 (R402.4.1.1) is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation Installation <sup>c</sup>		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, crawl space and slab foundations	<i>(Text Unchanged)</i>	<p>Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section N1102.2.10.</p> <p>Conditioned basement foundation wall insulation shall be installed in accordance with Section N1102.2.8.1.</p> <p>Slab-on-grade floor insulation shall be installed in accordance with Section N1102.2.10.</p> <p><u>Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.</u></p>

(balance of table remains unchanged.)

\* \* \* \*

c. Sections referenced in this table are in the International Energy Conservation Code.

Section N1103.3.6 (R403.3.6) is hereby amended to read as follows:

**N1103.3.6 (R403.3.6) Duct Leakage.** The total leakage of the ducts, where measured in accordance with Section N1103.3.5, shall be as follows:

\* \* \* \*

3. A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Item 1.

~~Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be~~

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~~less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m2) of conditioned floor area.~~

A total leakage test shall not be required for ducts or air handlers that comply with Subsection 1 of Section N1103.3.2 (R403.3.2).

**Section N1103.3.7 (R403.3.7)** is hereby amended to read as follows:

**N1103.3.7 (R403.3.7) Building cavities.** Building framing cavities shall not be used as supply ducts or plenums.

**Section N1103.6.3 (R403.6.3)** is hereby deleted in its entirety.

**Section N1104.2 (R404.2)** is hereby deleted in its entirety.

**Section N1104.3 (R404.3)** is hereby deleted in its entirety.

**Table N1106.5 (R406.5)** is hereby amended to read as follows:

Maximum Energy Rating Index	
Climate Zone	Energy Rating Index
* * * *	* * * *
6	54 <u>58</u>

(balance of table remains unchanged.)

**Section M1301.1.1** is hereby deleted in its entirety.

**Section M1401.5** is hereby deleted in its entirety.

**Section M1502.4.2** is hereby amended to read as follows:

**M1502.4.2 Duct Installation.** Exhaust ducts shall be supported at intervals not to exceed ~~42 (3658 mm)~~ 4 feet and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints ~~shall be sealed in accordance with Section M1601.4.1 and shall~~ may be mechanically fastened. Ducts shall not be joined with screws, or similar fasteners that protrude more than ~~1/8 inch (3.2)~~ into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

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Section M1503.6 is hereby amended to read as follows:

1       **M1503.6 Makeup air required.** Where one or more gas, liquid or solid fuel-burning  
2       appliance that is neither direct-vent nor uses a mechanical draft venting system is located  
3       within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of  
4       400 cubic feet per minute (0.19m<sup>3</sup>/S) shall be mechanically or passively provided with  
      makeup air at a rate approximately equal to the exhaust air rate in excess of 400 cfm. Such  
      makeup air systems shall be equipped with not fewer than one damper complying with  
      Section M1503.6.2.

5       Section 1503.6 Exception is hereby deleted in its entirety.

6       Section M1601.4.1 Exceptions are hereby amended to read as follows:

7       **Exceptions:**

8       \*   \*   \*   \*

9       3. For ducts having a static pressure classification of less than 2 inches of water column (500  
10       Pa), additional closure systems shall not be required for continuously welded joints and  
11       seams and locking-type joints and seams. ~~This exception shall not apply to~~  
12       ~~snap lock and button lock type joints and seams that are located outside of conditioned~~  
      spaces.

13       Section M1601.4.10 is hereby deleted in its entirety.

14       Section M1701.2 is hereby deleted in its entirety.

15       Section M2001.4 is hereby deleted in its entirety.

16       Section M2005.1 is hereby amended to read as follows:

17       **M2005.1 General.** Water heaters shall be installed in accordance with ~~Chapter 28~~ the North  
18       Dakota State Plumbing Code, the manufacturer's instructions and the requirements of this  
19       code. \*   \*   \*   \*

20       Section M2101.3 is hereby amended to read as follows:

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**M2101.3 Protection of potable water.** The potable water system shall be protected from backflow in accordance with the provisions listed in ~~Section 2902~~ the North Dakota State Plumbing Code.

**Section M2101.10** is hereby amended to read as follows:

**M2101.10. Tests.** ~~New h~~Hydronic piping systems shall be isolated and tested hydrostatically at a pressure of ~~one and one half times the maximum system design pressure, but not not less than 100 pounds per square inch (698 kPa).~~ The duration of the test shall not be less than 15 min. Hydronic piping to be embedded in concrete shall be pressure tested and inspected prior to pouring concrete.

**Section M2103.3** is hereby amended to read as follows:

**M2103.3 Piping joints.** \* \* \* \*

2. Copper tubing shall be joined by brazing complying with ~~Section P3003.6.1~~ the North Dakota State Plumbing Code.

\* \* \* \*

**Section M2201.6** is hereby deleted in its entirety.

**Section G2404.7** is hereby deleted in its entirety.

**Figure G2407.6.1(1) [(304.6.1(1))]** is hereby deleted in its entirety.

**Figure G2407.6.1(2) [(304.6.1(2))]** is hereby deleted in its entirety.

**Section G2407.11 (304.11)** is hereby amended to read as follows:

**Section G2407.11 (304.11) Combustion air ducts.** Combustion air ducts shall comply with all the following:

\* \* \* \*

5. Ducts shall not ~~be screened where terminating~~ terminate in an attic space.

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\* \* \* \*

Section G2413.6 is hereby amended to read as follows:

1           **G2413.6 (402.6) Allowable pressure drop.** The design pressure loss in any piping  
2 system under maximum demand, from the point of delivery to the inlet connection  
3 of all appliances served, shall be such that the supply pressure at each appliance inlet  
4 is greater than or equal to the minimum pressure required by the appliance but such  
pressure loss shall not be greater than .5 inch water column for gas pipe systems  
operating at less than 2 psi.

5           Section G2417.4.1 (406.4.1) **Test Pressure** is hereby amended to read as follows:

6           **G2417.4.1 (406.4.1).** The test pressure to be used shall not be less than 1 ½ times  
7 the proposed maximum working pressure, but not less than ~~3~~ 25 psig (~~20 kPa gauge~~),  
8 irrespective of design pressure. Where the test pressure exceeds 125 psig (~~862 kPa~~  
9 ~~gauge~~), the test pressure shall not exceed a value that produces a hoop stress in the  
piping greater than 50 percent of the specified minimum yield strength of the pipe.

10          Section G2425.12 (501.12) is hereby amended to read as follows:

11          **G2425.12 (501.12) Residential and low-heat appliances flue lining systems.** Flue  
12 lining systems for use with residential-type and low-heat appliances shall be limited  
to the following:

- 13          1. Clay flue lining complying with the requirements of ASTM C 315 or  
14 equivalent when each appliance connected into the masonry chimney has a  
minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be  
15 installed in accordance with Chapter 10.
- 16          2. Listed chimney liner systems complying with UL 1777.
- 17          3. Other approved materials that will resist, without cracking, softening, or  
18 corrosion, flue gases and condensate at temperatures up to 1800°F (982°C).
  - 19           a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches  
thick up to 8 inches in diameter.
  - 20           b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge  
(0.018 inches thick) to 8 inches in diameter or not less than 24 gauge  
(0.024 inches thick) 8 inches in diameter and larger.

21          When a metal liner other than a listed chimney liner is used, a condensation  
22 drip tee shall be installed and supported in an approved manner.

23          Section 2427.5.2 (503.5.3) is hereby amended to read as follows:

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1 **G2427.5.2 (503.5.3) Masonry chimneys.** Masonry chimneys shall be built and  
2 installed in accordance with NFPA 211 and shall be lined with an approved clay flue  
3 lining, a chimney lining system listed and labeled in accordance with UL 1777 or  
4 other approved material that will resist corrosion, erosion, softening or cracking  
5 from vent gases at temperatures up to 1,800°F (982°C) G2425.12.

6 **Section G2439.7.2 (614.8.2)** is hereby amended to read as follows:

7 **G2439.7.2 (614.8.2) Duct Installation.** Exhaust ducts shall be supported at 4-foot  
8 (1219 mm) intervals and secured in place. The insert end of the duct shall extend  
9 into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined  
10 with screws, or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the  
11 inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling  
12 cavities, such cavities shall allow the installation of the duct without deformation.

13 **Section G2442.4 (618.4)** is hereby amended to read as follows:

14 **G2442.4 (618.4) Screen.** Required outdoor air inlets shall be covered with a screen  
15 having ¼ inch (6.4 mm) openings. Required outdoor air inlets serving a  
16 nonresidential portion of a building shall be covered with screen having openings  
17 larger than ¼ inch (6.4 mm) and not larger than ½ inch.

18 **Chapters 25 through 43** are hereby deleted in their entirety.

19 Section 3. Penalty.

20 A person who willfully violates this ordinance is guilty of an infraction. Every person,  
21 firm or corporation violating an ordinance which is punishable as an infraction shall be punished  
22 by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke  
23 the suspension thereof.

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Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

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(SEAL)  
Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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4d

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.2-01 OF  
CHAPTER 21.2 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL EXISTING BUILDING CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.2

INTERNATIONAL EXISTING BUILDING CODE

Article

21.2-01

International Existing Building Code--Adoption--Amendments, §§ 21.2.-0101 to 21.2-0102

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ARTICLE 21.2-01

Section

21.2-0101 Adoption of International Existing Building Code by Reference

21.2-0102 Amendment to International Existing Building Code

21.2-0101. Adoption of International Existing Building Code by reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to existing buildings in the city of Fargo, that certain code known as the International Existing Building Code recommended and compiled by the International Code Council, 2021 Edition, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.2-0102. Amendment to International Existing Building Code.--The International Existing Building Code as adopted in Section 21.2-0101 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Existing Building Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code."

**Section 103.1** is hereby amended to read as follows:

**103.1 Creation of agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ city of Fargo Inspections Department is hereby created, and the official in charge thereof

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shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 104.2.1** is hereby deleted in its entirety.

**Section 104.2.2.1** is hereby amended to read as follows:

**104.2.2.1 Building evaluation.** The code official is authorized to require an existing building to be investigated and evaluated at the owner's expense by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional shall notify the code official if any potential nonconformance with the provisions of this code is identified.

**Section 104.8** is hereby amended to read as follows:

**104.8 Liability.** The code official, member of the Board of Appeals, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly and criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

**Section 104.10.1** is hereby deleted in its entirety.

**Section 105.2** is hereby amended to read as follows:

**Section 105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in

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any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

\* \* \* \*

7. Reroofing.

8. Window Replacement.

**Section 109.3.3** is hereby deleted in its entirety.

**Section 109.3.10** is hereby deleted in its entirety.

**Section 201.3** is hereby amended to read as follows:

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the other International Codes, such terms shall have the meanings ascribed to them in those codes.

Wherever the term "International Plumbing Code" and/or the "International Private Sewage Disposal Code" is used it shall mean the North Dakota State Plumbing Code. Wherever the term "ICC Electrical Code" is used it shall mean the National Electric Code together with the North Dakota State Wiring Standards. Wherever the term "Flood Hazard Area" is used, it shall mean the Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the city of Fargo, North Dakota.

**Section 401.3** is hereby deleted in its entirety.

**Section 405.2.6** is hereby deleted in its entirety.

**Section 502.3** is hereby deleted in its entirety.

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Section 503.2 is hereby deleted in its entirety.

1 Section 507.3 is hereby deleted in its entirety.

2 Section 701.3 is hereby deleted in its entirety.

3 Section 1103.3 is hereby deleted in its entirety.

4 Section 1201.4 is hereby deleted in its entirety.

5 Section 1301.3.3 is hereby deleted in its entirety.

6 Section 1401.2 is hereby amended to read as follows:

7  
8  
9 **1401.2 Conformance.** ~~The building shall be safe for human occupancy as~~  
10 ~~determined by the International Fire Code and the International Property~~  
11 ~~Maintenance Code. Any repair, alteration or change of occupancy undertaken~~  
12 ~~within the moved structure shall comply with the requirements of this code~~  
13 ~~applicable to the work being performed. Any field-fabricated elements shall~~  
14 ~~comply with the requirements of the International Building Code or the~~  
15 ~~International Residential Code as applicable. Buildings to be moved within this~~  
16 ~~jurisdiction shall comply with provisions of this chapter. Buildings to be moved~~  
~~into this jurisdiction shall comply with the provisions of the International Codes for~~  
~~new buildings and shall be certified as to meet compliance by an agency approved~~  
~~by the code official.~~

17 Section 1402.6 is hereby deleted in its entirety.

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Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)  
Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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AN ORDINANCE AMENDING SECTION 30-0106 OF ARTICLE 30-01  
OF CHAPTER 30 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL MECHANICAL CODE

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2  
3 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in  
4 accordance with Chapter 40-05.1 of the North Dakota Century Code; and

5 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the  
6 City shall have the right to implement home rule powers by ordinance; and

7 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said  
8 home rule charter and any ordinances made pursuant thereto shall supersede state laws in  
9 conflict therewith and shall be liberally construed for such purpose; and

10 WHEREAS, the Board of City Commissioners deems it necessary and appropriate  
11 to implement such authority by the adoption of this ordinance;

12 NOW, THEREFORE,

13 Be it Ordained by the Board of City Commissioners of the City of Fargo:

14 Section 1. Repeal.

15 Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is  
16 hereby repealed in its entirety.

17 Section 2. Re-enactment.

18 Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is  
19 hereby re-enacted to read as follows:

20 30-0106. Standards adopted.--The following standards are hereby adopted for all  
21 heating, air conditioning and other gas, oil, or coal consuming appliances:

- 22 A. All heating, air conditioning, or other gas, oil, or coal consuming appliances for  
23 either domestic or commercial use installed in the city of Fargo shall bear a seal  
of approval from the American Gas Association, American Standards  
Association, Underwriters Laboratories, or other nationally recognized testing  
laboratory.

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1 B. The International Mechanical Code, sponsored by the International Code  
2 Council, 2021 Edition, is hereby adopted as the mechanical code for the city of  
3 Fargo from the date on which this ordinance shall take effect, the provisions  
4 thereof shall be controlling within the limits of the city, and within the extra-  
5 territorial zoning jurisdiction of the city, with the following amendments:

6 **Section 101.1** is hereby amended to read as follows:

7 **101.1 Title.** These regulations shall be known as the Mechanical Code of ~~[NAME~~  
8 ~~OF JURISDICTION]~~; the city of Fargo, hereinafter referred to as "this code."

9 **Sections 103.1** is hereby amended to read as follows:

10 **103.1 Creation of Agency.** The ~~[NAME OF DEPARTMENT]~~ city of Fargo  
11 Inspections Department is hereby created and the official in charge thereof shall be  
12 known as the code official. The function of the agency shall be the implementation,  
13 administration and enforcement of the provisions of this code.

14 **Section 104.8** is hereby amended to read as follows:

15 **104.8 Liability.** The code official, member of the board of appeals or employee  
16 charged with the enforcement of this code, while acting for the jurisdiction in good  
17 faith and without malice in the discharge of the duties required by this code or other  
18 pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable  
19 personally, and is hereby relieved from personal liability for any damage accruing  
20 to persons or property as a result of an act or by reason of an act or omission in the  
21 discharge of official duties.

22 This code shall not be construed to relieve from or lessen the responsibility of any  
23 person owning, operating, or controlling any building or structure for any damages  
to persons or property caused by defects, nor shall the code enforcement agency or  
the city be held as assuming any such liability by reason of the inspection  
authorized by this code or any permits or certificates issued under this code.

**Section 109.2** is hereby amended to read as follows:

**109.2 Schedule of permit fees.** Where work requires a permit, a fee for each permit  
and mechanical work shall be paid as required, in accordance with the schedule as  
established by the ~~applicable governing authority;~~ city of Fargo Board of City  
Commissioners.

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Section 109.6 is hereby amended as follows:

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2 **109.6 Refunds.** The code official is authorized to establish a refund policy,  
which is as follows:

- 3           1. The full amount of any fee paid hereunder which was erroneously  
4           paid or collected.  
5           2. Not more than eighty (80) percent of the permit fee paid where work  
6           has not been done under a permit issued in accordance with this  
7           code.  
8           3. Not more than eighty (80) percent of the plan review fee paid where  
9           an application for a permit for which a plan review fee has been paid  
10           is withdrawn or canceled before any plan review effort has been  
11           expended.

12           The code official shall not authorize the refunding of any fee paid, except  
13           upon written application filed by the original permittee not later than 180  
14           days after the date of fee payment.

15 Section 201.3 is hereby amended to read as follows:

16           **201.3 Terms defined in other codes.** Where terms are not defined in this code and  
17           are defined in the International Building Code, International Fire Code,  
18           International Fuel Gas Code, or the International North Dakota State Plumbing  
19           Code, such terms shall have meanings ascribed to them as in those codes.

20 Section 305.4 is hereby amended to read as follows:

21           **305.4 Interval of support.** Piping shall be supported at distances not exceeding the  
22           spacing specified in Table 305.4, or in accordance with ANSI/MSS SP-58. In  
23           addition to the requirements of Table 305.4, piping and tubing shall be supported  
              within 2 feet (610 mm) of every bend or angle.

Section 307.2.2 is hereby amended to read as follows:

**307.2.2 Drain pipe materials and sizes.** Components of the condensate disposal  
system shall be ABS, cast iron, copper and copper alloy, CPVC, cross-linked  
polyethylene, galvanized steel, PE-RT, polyethylene, polypropylene, PVC or

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ORDINANCE NO. \_\_\_\_\_

1 PVDF pipe or tubing. Components shall be selected for the pressure and  
2 temperature rating of the installation. Joints and connections shall be made in  
3 accordance with the applicable provisions of ~~Chapter 7 of the International~~ the  
4 North Dakota State Plumbing Code relative to the material type. Condensate waste  
5 and drain line size shall be not less than 3/4-inch (19 mm) pipe size and shall not  
6 decrease in size from the drain pan connection to the place of condensate disposal.  
7 Where the drain pipes from more than one unit are manifold together for condensate  
8 drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2.

9 **Section 403.1** is hereby amended to read as follows:

10 **403.1 Ventilation system.** Mechanical ventilation shall be provided by a method  
11 of supply air and return or exhaust air, ~~except that mechanical ventilation air~~  
12 ~~requirements for Group R-2, R-3 and R-4 occupancies three stories and less in~~  
13 ~~height above grade plane shall be provided by an exhaust system, supply system or~~  
14 ~~combination thereof.~~ The amount of supply air shall be approximately equal to the  
15 amount of return and exhaust air. The system shall not be prohibited from  
16 producing negative or positive pressure. The system to convey ventilation air shall  
17 be designed and installed in accordance with Chapter 6.

18 **Section 504.9.2** is hereby amended to read as follows:

19 **504.9.2 Duct installation.** Exhaust ducts shall be supported at 4-foot (1219 mm)  
20 intervals and secured in place. The insert end of the duct shall extend into the  
21 adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with  
22 screws, ~~or similar fasteners that protrude more than 1/8 inch (3.2mm) into the~~  
23 ~~inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling  
cavities, such cavities shall allow the installation of the duct without deformation.

**Section 505.4** is hereby amended to read as follows:

**505.4 Makeup air required.** Exhaust hood systems capable off exhausting in  
excess of 400 cfm (0.19m<sup>3</sup>/s) shall be provided with makeup air at a rate in excess  
of 400 cfm, ~~approximately equal to the exhaust air rate.~~ Such makeup air systems  
shall be equipped with a means of closure and shall be automatically controlled to  
start and operate simultaneously with the exhaust system.

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1  
2 **Section 508.2** is hereby amended to read as follows:

3 **508.2 Compensating hoods.** Manufacturers of compensating hoods shall provide  
4 a label indicating the minimum exhaust flow, the maximum makeup airflow or both  
5 that provides capture and containment of the exhaust effluent. Short circuit  
6 compensating hoods are prohibited.

7 **Section 508.2.1** is hereby added to read as follows:

8 **508.2.1 Compensating Hood Make-up Air.** Compensating hoods shall extract at  
9 least forty (40) percent of the required exhaust air flow from the kitchen area.

10 **Section 701.3** is hereby added to read as follows:

11 **701.3 Attic space.** Attic space shall not be used for combustion air.

12 **Section 908.5** is hereby amended to read as follows:

13 **908.5 Water supply.** Cooling towers, evaporative coolers and fluid coolers shall  
14 be provided with an approved water supply, sized for peak demand. The quality of  
15 water shall be provided in accordance with the equipment manufacturer's  
16 recommendations. The piping system and protection of the potable water supply  
17 system shall be installed as required by the ~~International~~ North Dakota State  
18 Plumbing Code.

19 **Section 1006.6** is hereby amended to read as follows:

20 **1006.6 Safety and relief valve discharge.**

21 \* \* \* \*

22 13. Be constructed of those materials listed in ~~Section 605.4~~ of the ~~International~~  
23 North Dakota State Plumbing Code or materials tested, rated and approved for such  
use in accordance with ASME A112.4.1.

**Section 1008.2** is hereby amended to read as follows:

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**1008.2 Discharge.** Blow off valves shall discharge to a safe place of disposal. Where discharging to the drainage system, the installation shall conform to the International-North Dakota State Plumbing Code.

**Section 1104.2** is hereby amended to add the following exception:

**1104.2 Machinery room.**

\* \* \* \*

**Exceptions:**

\* \* \* \*

3. If an existing refrigerating system is replaced or if an existing refrigeration plant is increased by not more than fifty (50) percent of its original capacity, but not more than 100 tons per system using a non-flammable class A1 or B1 refrigerant and the refrigeration machinery room was not provided in the original installation prior to 1994, a refrigeration machinery room shall not be required. If the existing refrigeration is not located in general machinery room separated from occupied spaces, a refrigeration machinery room shall be provided. The space containing the refrigeration machinery shall meet the requirement of Section 1104.3.4, protection room refrigerant decomposition., and Section 1105.3. requiring refrigerant detection. If the requirements of 1104.3.4 and 1105.3 cannot be met, a refrigeration machinery room shall be provided.

**Section 1208.1** is hereby amended to read as follows:

**Section 1208.1 General.** New Hhydronic piping shall be isolated and tested hydrostatically at one and one-half times the maximum system design pressure, but not no less than 100 psi (689 kPa). The duration of the test shall be not less than 15 minutes.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction

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shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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4f

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 30.1-01 OF  
CHAPTER 30.1 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL FUEL GAS CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 30.1

INTERNATIONAL FUEL GAS CODE

Article  
30.1-01

International Fuel Gas Code—Adoption—Amendments, §§ 30.1-0101 to  
30.1-0102

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ARTICLE 30.1-01

INTERNATIONAL FUEL GAS CODE – ADOPTION

Section

- 30.1-0101 Adoption of International Fuel Gas Code by Reference
- 30.1-0102 Amendment to International Fuel Gas Code

30.1-0101. Adoption of International Fuel Gas Code by Reference.—There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the City of Fargo, that certain code known as the International Fuel Gas Code sponsored by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

30.1-0102. Amendment to International Fuel Gas Code.—The International Fuel Gas Code as adopted in Section 30.1-0101 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Fuel Gas Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, hereinafter referred to as “this code.”

**Section 104.8** is hereby amended to read as follows:

**104.8 Liability.** The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

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Section 109.2 is hereby amended to read as follows:

1           **109.2 Schedule of permit fees.** Where work requires a permit, a fee for each permit  
2 shall be paid as required, in accordance with the schedule as established by the  
3 ~~applicable governing body~~ city of Fargo Board of City Commissioners.

Section 109.6 is hereby amended to read as follows:

4           **109.6 Refunds.** The code official is authorized to establish a fee refund policy,  
5 which is as follows:

- 6           1. The full amount of any fee paid hereunder which was erroneously paid or  
7           collected.
- 8           2. Not more than 80 percent of the permit fee paid when no work has been  
9           done under a permit issued in accordance with this code.
- 10          3. Not more than 80 percent of the plan review fee paid when an application  
11          for a permit for which a plan review fee has been paid is withdrawn or  
12          canceled before any plan review effort has been expended.

13           The code official shall not authorize the refunding of any fee paid, except upon  
14           written application filed by the original permittee not later than 180 days after the  
15           date of fee payment.

Section 303.3 is hereby amended to read as follows:

16           **303.3 Prohibited locations.** Appliances shall not be located in sleeping rooms,  
17 bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens  
18 only into such rooms or spaces, except where the installation complies with one of  
19 the following:

- 20           1. The appliance is a direct-vent appliance installed in accordance with  
21 the conditions of the listing and the manufacturer's instructions.
- 22           2. Vented room heaters, wall furnaces, vented decorative appliances,  
23 vented gas fireplaces, vented gas fireplace heaters and decorative appliances  
for installation in vented solid fuel-burning fireplaces are installed in rooms  
that meet the required volume criteria of Section 304.5

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FARGO, NORTH DAKOTA

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1 ~~3. A single wall-mounted unvented room heater is installed in a bathroom~~  
2 ~~and such unvented room heater is equipped as specified in Section 621.6~~  
3 ~~and has an input rating not greater than 6,000 Btu/h (1.76 kW). The~~  
4 ~~bathroom shall meet the required volume criteria of Section 304.5.~~

5 ~~4. A single wall-mounted unvented room heater is installed in a bedroom~~  
6 ~~and such unvented room heater is equipped as specified in Section 621.6~~  
7 ~~and has an input rating not greater than 10,000 Btu/h (2.93 kW). The~~  
8 ~~bedroom shall meet the required volume criteria of Section 304.5.~~

9 ~~5. 3. The appliance is installed in a room or space that opens only into a~~  
10 ~~bedroom or bathroom, and such room or space is used for no other purpose~~  
11 ~~and is provided with a solid weather-stripped door equipped with an~~  
12 ~~approved self-closing device. All combustion air shall be taken directly~~  
13 ~~from the outdoors in accordance with Section 304.6.~~

14 ~~6. 4. A clothes dryer is installed in a residential bathroom or toilet room~~  
15 ~~having a permanent opening with an area of not less than 100 square inches~~  
16 ~~(0.06 m2) that communicates with a space outside of a sleeping room,~~  
17 ~~bathroom, toilet room or storage closet.~~

18 **Section 304.6.1** is hereby amended to read as follows:

19 **304.6.1 Two-permanent-openings method.**

20 \* \* \* \*

21 Where directly communicating with the outdoors, or where communicating with  
22 the outdoors through vertical ducts, each opening shall have a minimum free area  
23 of 1 square inch per 4,000 Btu/h (550 mm2/kW) of total input rating of all  
appliances in the enclosure [see Figures 304.6.1(1) and 304.6.1(2)].

\* \* \* \*

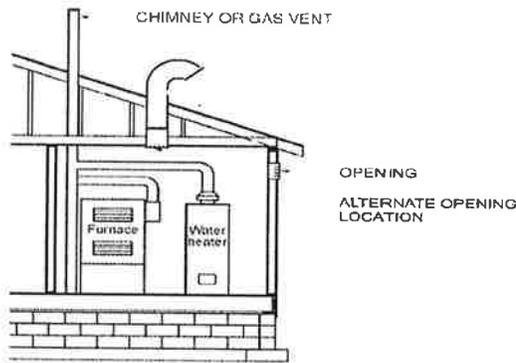
**Figure 304.6.1 (1)** is hereby deleted in its entirety.

**Figure 304.6.1 (2)** is hereby deleted in its entirety.

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1  
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4 **Figure 304.6.2** is hereby amended as shown below:



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10  
11 **Section 304.6.2** is hereby amended to read as follows:

12 **304.6.2 One-permanent-opening method.** One permanent opening, commencing  
13 within 12 inches (305 mm) of the top of the enclosure, shall be provided. The  
14 appliance shall have clearances of at least 1 inch (25 mm) from the sides and back  
15 and 6 inches (152 mm) from the front of the appliance. The opening shall directly  
16 communicate with the outdoors or through a vertical or horizontal duct to the  
17 outdoors, ~~or spaces that freely communicate with the outdoors (see Figure 304.6.2)~~  
and shall have a minimum free area of 1 square inch per 3,000 Btu/h (734mm<sup>2</sup>/kW)  
of the total input rating of all appliances located in the enclosure and not less than  
the sum of the areas of all vent connectors in the space.

18 **Section 304.11** is hereby amended to read as follows:

19 **304.11 Combustion air ducts.** Combustion air ducts shall comply with all of the  
20 following:

21 \* \* \* \*

- 22 5. Ducts shall not ~~be screened where terminating~~ terminate in an attic
- 23 space.

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\* \* \* \*

1 **Section 403.9.1.1** is hereby added to read as follows:

2 403.10.1.1 Gas supply systems with pressures 5 psig or greater and gas pipe joints  
3 2 ½ inches or larger, regardless of pressure, shall be welded.

4 **Section 403.9.5** is hereby amended to read as follows:

5 **403.9.5 Metallic fittings.** Metallic fittings shall comply with the following:

- 6 1. Threaded fittings in sizes ~~larger than 4 inches (102 mm)~~ 2 ½ inches  
7 or larger shall not be used except where approved.

8 \* \* \* \*

9 **Section 406.4** is hereby amended to read as follows:

10 **406.4 Test pressure measurement.** Test pressure shall be measured with a  
11 manometer or with a pressure-measuring device designed and calibrated to read,  
12 record, or indicate a pressure loss caused by leakage during the pressure test period.  
13 ~~The source of pressure shall be isolated before the pressure tests are made.~~  
14 ~~Mechanical gauges used to measure test pressures shall have a range such that the~~  
15 ~~highest end of the scale is not greater than five times the test pressure. Dial gauges~~  
16 ~~used to measure test pressures shall be performed with gauges of 2 psi incrimination~~  
17 ~~or less and have a range not exceeding 100 psi unless otherwise approved.~~

18 **Section 406.4.1** is hereby amended to read as follows:

19 **406.4.1 Test pressure.** The test pressure to be used shall be no less than 1 ½ times  
20 the proposed maximum working pressure, but not less than ~~3 psig (20 kPa~~  
21 ~~gauge),~~ 25 psig irrespective of design pressure. Where the test pressure exceeds 125  
22 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop  
23 stress in the piping greater than 50 percent of the specified minimum yield strength  
of the pipe.

**Section 408.2** is hereby amended to read as follows:

**408.2 Drips.** Where wet gas exists, a drip shall be provided at any point in the line  
of pipe where condensate could collect. ~~A drip shall also be provided at the outlet~~  
~~of the meter and shall be installed so as to constitute a trap wherein an accumulation~~

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of condensate will shut off the flow of gas before the condensate will run back into the meter.

1  
2 **Section 411.2** is hereby amended to read as follows:

3 **411.2 Manufactured home connections.** Manufactured homes shall be connected to the distribution piping system by ~~one of the following materials:~~

- 4 1. ~~Metall~~ic pipe in accordance with Section 403.4.  
5 2. ~~Metall~~ic tubing in accordance with Section 403.5.  
6 3. ~~L~~isted and labeled connectors in compliance with ANSI Z21.75/CSA 6.27 and installed in accordance with the manufacturer's installation instructions.

7 **Section 415.1** is hereby amended to read as follows:

8 **415.1 Interval of support.** Piping shall be supported at intervals not exceeding the spacing specified in Table 415.1. Spacing of supports for CSST shall be in accordance with the CSST manufacturer's instructions. In addition to the requirements of Table 415.1, piping and tubing shall be supported within 2 feet of every bend or angle.

9  
10  
11  
12 **Section 501.12** is hereby amended to read as follows:

13 **501.12 Residential and low-heat appliances flue lining systems.** Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

- 14  
15 1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with the International Building Code.
- 16  
17  
18 2. Listed chimney lining systems complying with UL1777.
- 19  
20 3. Other approved materials that will resist, without cracking, softening or corrosion, flue gases and condensate at temperatures up to 1,800°F (982°C).
- 21 a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick to 8 inches diameter.
- 22 b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches diameter or not less than 24 gauge (0.024 inches thick) 8 inches diameter and larger.
- 23

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When a metal liner is used other than a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

**Section 503.5.3** is hereby amended to read as follows:

**503.5.3 Masonry chimneys.** Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined with approved clay flue lining, a listed chimney lining system or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C) as per Section 501.12.

\* \* \* \*

**Section 503.5.6.1** is hereby amended to read as follows:

**503.5.6.1 Chimney lining.** Chimneys shall be lined in accordance with NFPA 211 and Section 501.12.

Exception: Where an existing chimney complies with Sections 503.5.6 through 503.5.6.3 and its sizing is in accordance with Section 503.5.5, its continued use shall be allowed when, in more than one appliance venting system the secondary appliance, such as a water heater, is replaced and the primary heating appliance remains.

**Section 614.9.2** is hereby amended to read as follows:

**Section 614.9.2 Duct installation.** Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. ~~Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

**Section 621** is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished

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by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(S E A L)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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49

1 AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 31-01  
2 OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE  
3 RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

4 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance  
5 with Chapter 40-05.1 of the North Dakota Century Code; and

6 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
7 shall have the right to implement home rule powers by ordinance; and

8 WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home  
9 rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith  
and shall be liberally construed for such purpose; and

10 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
11 implement such authority by the adoption of this ordinance;

12 NOW, THEREFORE,

13 Be it Ordained by the Board of City Commissioners of the City of Fargo:

14 Section 1. Repeal.

15 Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby repealed in its  
16 entirety.

17 Section 2. Re-enactment.

18 Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby re-enacted to read as  
19 follows:

20 ARTICLE 31-01

21 ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE  
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23

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ORDINANCE NO. \_\_\_\_\_

Section

- 31-0101 Adoption of International Property Maintenance Code by Reference
- 31-0102 Amendment to International Property Maintenance Code

31-0101. Adoption of International Property Maintenance Code by Reference.--  
 There is hereby adopted by reference by the board of city commissioners, for the purpose  
 of prescribing regulations governing standards, relative to housing in the city of Fargo, that  
 certain code known as the International Property Maintenance Code recommended and  
 compiled by the International Code Council, being particularly the 2021 Edition--thereof,  
 a copy of which is on file in the office of the city auditor, and the same is hereby adopted  
 and incorporated as if fully set forth herein, and from the provisions thereof shall be  
 controlling within the limits of the city and within the extra-territorial zoning jurisdiction  
 of the city.

31-0102. Amendment to International Property Maintenance Code.--The  
 International Property Maintenance Code as adopted in §31-0101 is hereby changed and  
 amended as follows:

**Section 101.1** is hereby amended to read as follows:

**Section 101.1 Title.** These Regulations shall be known as the International Property  
 Maintenance Code of [NAME OF JURISDICTION] the city of Fargo, hereinafter referred  
 to as "this code."

**Section 102.3** is hereby amended to read as follows:

**Section 102.3 Application of other codes.** Repairs, additions or alterations to a structure,  
 or changes of occupancy, shall be done in accordance with the procedures and provisions  
 of ~~the International Building code, International Existing Building Code, International  
 Energy Conservation Code, International Fire Code, International Fuel Gas Code,  
 International Mechanical Code, International Residential Code, International Plumbing  
 Code, and NFPA 70~~ all applicable ordinances adopted by the city of Fargo. ~~Nothing in this  
 code shall be construed to cancel, modify or set aside any provision of the International  
 Zoning Code.~~

**Section 103.1** is hereby amended to read as follows:

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1        **Section 103.1 Creation of agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ city of  
2        Fargo Inspections Department is hereby created and the official in charge thereof shall be  
3        known as the code official.

4        **Section 104.1** is hereby amended to read as follows:

5        **Section 104.1 Fees.** The fees for activities and services performed by the department in  
6        carrying out its responsibilities under this code ~~shall be established by the applicable~~  
7        ~~governing authority.~~ are established in the following schedule:

- 8        A. Initial Inspection. – No Charge;
- 9        B. First Re-inspection. – No Charge;
- 10        C. Second Re-inspection. – As to the second re-inspection a fee of \$150;
- 11        D. Third Re-inspection. – As to the third re-inspection, a fee of \$150; and
- 12        E. Fourth and continuing Re-inspections. – As to the fourth and any subsequent re-  
13        inspection, a fee of \$150.

14        **Section 108.1** is hereby amended to read as follows:

15        **Section 108.1 Membership of the board.** The board of appeals shall consist of ~~not less~~  
16        ~~than three~~ five members who are qualified by experience and training to pass on matters pertaining  
17        to property maintenance and who are not employees of the jurisdiction. The code official shall be  
18        an ex-officio member but shall not vote on any matter before the board. The board shall be pointed  
19        by the ~~Chief appointing authority~~ board of city commissioners, and shall serve staggered and  
20        overlapping terms.

21        **Section 201.3** is hereby amended to read as follows:

22        **Section 201.3 Terms defined in other codes.** Where terms are not defined in this code  
23        and are defined in the International Building Code, International Existing Building Code,  
International Fire Code, International Fuel Gas Code, International Mechanical Code,  
~~International Plumbing Code,~~ International Residential Code, ~~International Zoning Code,~~  
or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.  
Throughout this code, wherever reference is made to the International Plumbing Code, it  
shall be taken to mean the North Dakota State Plumbing Code and N.D. Admin. Code  
Section 62-03.1-01. Throughout this code, wherever reference is made to the NFPA 70, it

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shall be taken to mean the National Electric Code and Chapter 43-09 of the North Dakota State Wiring Standards.

1  
2 **Section 302.4** is hereby amended to read as follows:

3 **Section 302.4 Weeds.** Premises and exterior property shall be maintained free from weeds  
4 or plant growth ~~in excess of (jurisdiction to insert height in inches)~~ as provided by Article  
11-08 of the Fargo Municipal Code.

5 **Section 304.14** is hereby amended to read as follows:

6 **Section 304.14 Insect screens.** During the period from {DATE} April 1 to {DATE}  
7 October 31 of each year, every door, window and other outside opening required for  
8 ventilation of habitable rooms, food preparation areas, food service areas or any areas  
9 where products to be included or utilized in food for human consumption are processed,  
10 manufactured, packaged or stored shall be supplied with approved tightly fitting screens of  
11 minimum 16 mesh per inch (16 mesh per 25 mm), every screen door used for insect control  
shall have a self-closing device in good working condition.

\* \* \* \*

12 **Section 602.3** is hereby amended to read as follows:

13 **Section 602.4 Heat supply.** Every owner and operator of any building who rents, leases  
14 or lets one or more dwelling units, or sleeping units on terms, either expressed or implied,  
15 to furnish heat to the occupants thereof shall supply heat during the period from {DATE}  
September 15th to {DATE} June 1<sup>st</sup> to maintain a minimum temperature of 68°F (20° C) in  
16 all habitable rooms, bathrooms and toilet rooms.

\* \* \* \*

17  
18 **Section 602.4** is hereby amended to read as follows:

19 **Section 602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied  
20 with heat during the period from {DATE} September 15<sup>th</sup> to {DATE} June 1<sup>st</sup> to maintain  
a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

21 \* \* \* \*

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**Section 703.7 is hereby deleted in its entirety.**

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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46

AN ORDINANCE REPEALING AND RE-ENACTING CHAPTER 21.3 OF THE  
FARGO MUNICIPAL CODE RELATING TO THE  
INTERNATIONAL ENERGY CONSERVATION CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Chapter 21.3 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Chapter 21.3 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.3

INTERNATIONAL ENERGY CONSERVATION CODE

Article	
21.3-01	International Energy Conservation Code--Adoption--Amendments, §§ 21.3.-0101 to 21.3-0102

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ARTICLE 21.3-01

Section

21.3-0101 Adoption of International Energy Conservation Code

21.3-0102 Amendment to International Energy Conservation Code

21.3-0101. Adoption of International Energy Conservation Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Energy Conservation Code recommended and compiled by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.3-0102. Amendment to International Energy Conservation Code.--The International Energy Conservation Code as adopted in Section 21.3-0101 is hereby changed and amended as follows:

**Section C101.1** is hereby amended to read as follows:

**C101.1 Title.** This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code".

**Section C405.11** is hereby deleted in its entirety.

**Section C405.12** is hereby deleted in its entirety.

**Section R101.1** is hereby amended to read as follows:

**R101.1 Title.** This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code".

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Table R402.1.2 is hereby amended to read as follows:

Maximum Assembly <i>U</i> -Factors and Fenestration Requirements						
Climate Zone	Fenestration <i>U</i> -Factor <sup>f</sup>	****	Ceiling <i>U</i> -Factor	Wood Frame Wall <i>U</i> -Factor	****	Basement Wall <i>U</i> -Factor
6	<del>0.30</del> <u>0.32</u>	****	<del>0.024</del> <u>0.026</u>	<del>0.045</del> <u>0.057</u>	****	<del>0.050</del> <u>0.059</u>

(balance of table remains unchanged.)

Table R402.1.3 is hereby amended to read as follows:

Insulation Minimum <i>R</i> -Values and Fenestration Requirements by Component						
Climate Zone	Fenestration <i>U</i> -Factor <sup>b,i</sup>	****	Ceiling <i>R</i> -Value	Wood Frame Wall <i>R</i> -Value <sup>g</sup>	****	Basement <sup>c, g</sup> Wall <i>R</i> -Value
6	<del>0.30</del> <u>0.32</u>	****	<del>60</del> <u>49</u>	<del>20 + 5ci</del> or <del>13 + 10ci</del> or <del>0 + 20</del> <u>21</u> or <u>13 + 5ci</u>	****	<del>15ci</del> or <del>19</del> or <del>13 + 5ci</del> <u>10ci</u> or <u>15</u>

(balance of table remains unchanged.)

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Table R402.4.1.1 is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation Installation		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, Crawl Space and Slab Foundations	(Text unchanged.)	<p>Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10.</p> <p>Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1.</p> <p>Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.</p> <p><u>Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.</u></p>

(balance of table remains unchanged.)

Section R403.3.6 Subsection 3 is hereby amended to read as follows:

**Section R403.3.6 Duct Leakage.** The total leakage of the ducts, where measured in accordance with Section R403.3.5, shall be as follows:

\* \* \* \*

~~3. Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m<sup>2</sup>) of conditioned floor area. A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Subsection 1.~~

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1 **Section R403.3.7** is hereby amended to read as follows:

2 **R403.3.7 Building Cavities.** Building framing cavities shall not be used as  
3 supply ducts or plenums.

4 **Section R403.6.3** is hereby deleted in its entirety.

5 **Section R404.2** is hereby deleted in its entirety.

6 **Section R404.3** is hereby deleted in its entirety.

7 **Table R406.5** is hereby amended to read as follows:

Maximum Energy Rating Index							
Climate Zone				Energy Rating Index			
*	*	*	*	*	*	*	*
6				54 <u>58</u>			

11 (balance of table remains unchanged.)

12 Section 3. Penalty.

13 A person who willfully violates this ordinance is guilty of an infraction. Every  
14 person, firm or corporation violating an ordinance which is punishable as an infraction  
15 shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend  
16 said sentence and to revoke the suspension thereof.

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Section 4. Effective Date.

1            This ordinance shall be in full force and effect from and after its passage, approval  
2            and publication.

3  
4  
5            (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

6            Attest:

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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Steven Sprague, City Auditor

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40

AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 9-0701 AND 9-0704  
OF ARTICLE 9-07 OF CHAPTER 9 OF THE FARGO MUNICIPAL CODE  
RELATING TO FIRE PROTECTION AND PREVENTION

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in  
accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City  
shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said  
home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict  
therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to  
implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code  
are hereby repealed in their entirety.

Section 2. Re-enactment.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code  
are hereby re-enacted to read as follows:

9-0701. International Fire Code--Adoption.--There is hereby adopted by reference by the  
board of city commissioners, for the purpose of prescribing regulations governing conditions  
hazardous to life and property from fire or explosion, that certain code known as the International  
Fire Code being particularly the 2021 Edition thereof and all subsequent revisions and additions  
thereto; save and except such portions as are hereinafter deleted, modified, or amended by  
ordinance or in accordance with the provisions of section 9-0704, a copy of said code is on file in  
the office of the chief of the Fargo Fire Department and the same is hereby adopted and

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incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

9-0704. Modification of International Fire Code.--The International Fire Code as adopted in Section 9-0701 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Fire Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code."

**Section 102.6** is hereby amended to read as follows:

**102.6 Historic buildings.** The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings where such buildings or structures do not constitute a distinct hazard to life or property. Fire protection in designated historic buildings shall be provided with an approved fire protection plan. ~~as required in Section 103.1.1.~~

**Section 103.1** is hereby amended to read as follows:

**103.1 Creation of Agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ Fargo Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 104.7.1** is hereby amended to read as follows:

**104.7 Legal defense.** Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws, and shall be defended by the legal representatives of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions

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by reason of any act or omission in the performance of official duties in connection therewith.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

**Section 105.5.1** is hereby deleted in its entirety.

**Table 105.5.9** is hereby amended to read as follows:

**Table 105.5.9 Permit Amounts for Compressed Gases.**

Carbon dioxide used in carbon dioxide enrichment systems ~~875 (100 lbs)~~ 4375 (500 lbs.).  
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications ~~875 (100 lbs)~~ 4375 (500 lbs.).

**Section 105.5.14** is hereby deleted in its entirety.

**Section 105.5.15** is hereby deleted in its entirety.

**Section 105.5.18** is hereby amended to read as follows:

\* \* \* \*

2. To store, handle or use Class 1A liquids in excess of ~~5~~ 30 gallons, Class 1B liquids in excess of 60 gallons, Class 1C liquids in excess of 90 gallons (~~19 L~~) in a building or ~~in excess of 10 gallons (37.9 L)~~ outside of a building, except that a permit is not required for the following:

\* \* \* \*

3. To store, handle or use Class II or Class IIIA liquids in excess of ~~25~~ 120 gallons (~~95 L~~) in a building or in excess of ~~60~~ 120 gallons (~~227 L~~) outside a building, except for fuel oil used in connection with oil-burning equipment.

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\* \* \* \*

Section 105.5.19 is hereby deleted in its entirety.

1 Section 105.5.25 Subsections 1, 5, and 6 are hereby deleted in their entirety.

2 Section 105.5.31 is hereby deleted in its entirety.

3 Section 105.5.32 is hereby deleted in its entirety.

4 Section 105.5.33 is hereby deleted in its entirety.

5 Section 105.5.36 is hereby amended to read as follows:

6 **105.5.36 Open flames and candles.** An operational permit is required to use open flames  
7 or candles in connection with assembly areas, dining areas of restaurants or drinking  
8 establishments. For purposes of this provision, churches shall not be deemed to be  
9 assembly areas and shall not be required to obtain a permit to utilize candles in religious  
ceremonies.

10 Section 105.5.38 is hereby deleted in its entirety.

11 Section 105.5.40 is hereby deleted in its entirety.

12 Section 105.5.44 is hereby amended to read as follows:

13 **105.5.44 Refrigeration equipment.** An operational permit is required to operate a  
14 mechanical refrigeration unit or system regulated by Chapter 6- containing more than 30  
pounds of Group A3, B2, or B3 refrigerant.

15 Section 105.5.45 is amended to read as follows:

16 **105.5.45 Repair garages and ~~motor fuel dispensing facilities.~~** An operational permit is  
17 required for operation of repair garages.

18 Section 105.5.49 is hereby amended to read as follows:

19 **Section 105.5.49 Temporary membrane structures and tents.** An operational permit is  
20 required to operate an air-supported temporary membrane structure, a temporary special  
21 event structure, or a tent having an area in excess of 400 square feet (37m<sup>2</sup>) for the purposes  
of assembly.

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**Section 105.6.2** is hereby deleted in its entirety.

1 **Section 105.6.5** is hereby deleted in its entirety.

2 **Section 105.6.7** is hereby deleted in its entirety.

3 **Section 105.6.10** is hereby deleted in its entirety.

4 **Section 105.6.11** is hereby deleted in its entirety.

5 **Section 105.6.12** is hereby deleted in its entirety.

6 **Section 105.6.13** is hereby deleted in its entirety.

7 **Section 105.6.15** is hereby amended to read as follows:

8 **105.6.15 LP-gas.** A construction permit is required for installation of or modification to an  
9 LP-gas system with a single container in excess of 2000 gallons water capacity or the  
10 aggregate capacity of containers is more than 4000 gallons in water capacity. Maintenance  
11 performed in accordance with this code is not considered to be a modification and does not  
require a permit.

12 **Section 105.6.16** is hereby deleted in its entirety.

13 **Section 105.6.17** is hereby deleted in its entirety.

14 **Section 105.6.18** is hereby deleted in its entirety.

15 **Section 105.6.19** is hereby deleted in its entirety.

16 **Section 105.6.20** is hereby deleted in its entirety.

17 **Section 105.6.21** is hereby deleted in its entirety.

18 **Section 105.6.23** is hereby deleted in its entirety.

19 **Section 105.6.24** is hereby deleted in its entirety.

20 **Section 106.4** is hereby amended to read as follows:

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**106.4 Retention of construction documents.** One set of construction documents shall be retained by the fire code official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. ~~One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.~~

**Section 112.4** is hereby amended to read as follows:

**112.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a an [SPECIFY OFFENSE] infraction, punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

\* \* \* \*

**Section 307.1.1** is hereby amended to read as follows:

**307.1.1 Prohibited open burning.** Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. All open burning, including recreational fires, is banned when the fire index is at the high, very high or extreme level and any time during a red flag warning.

\* \* \* \*

**Section 308.1.4** is hereby amended to read as follows:

**308.1.4 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet (3048 mm) of combustible construction.

**Exceptions:**

1. One- and two-family dwellings.

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- 2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
- 3. LP-gas cooking devices having LP-gas container with a water capacity not greater than ~~2 1/2 pounds [nominal 1 pound (0.454 kg)]~~ 47.8 pounds [nominal 20 pounds (9 kg) LP-gas capacity].

**Section 308.3** is hereby amended by adding the following subsection 1.4 to exception 1:

**308.3 Group A Occupancies.** Open-flame devices shall not be used in a Group A occupancy.

**Exceptions:**

- 1. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:

\* \* \* \*

1.4 Open-flame devices for food warming.

\* \* \* \*

**Section 319.4** is hereby amended to read as follows:

**319.4 Fire protection.** Fire Protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.

**Section 319.4.1** is hereby deleted in its entirety.

**Section 503.4** is hereby amended to read as follows:

**503.4 Obstruction of fire apparatus access roads.** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times. Enforcement of such prohibited parking may be accomplished in the same manner as regulations contained in Article 8-10 and in Section 9-0705 of the Fargo Municipal Code.

**Section 507.5.4** is hereby amended to read as follows:

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**507.5.4 Obstruction.** Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. An approved hydrant marker shall be installed immediately adjacent to the rear of the hydrant.

1  
2 **Section 806.1.1** is hereby amended by adding the following exception:

3 \* \* \* \*

4 3. For purposes of this provision, churches shall not be deemed public buildings and may  
5 utilize natural or resin bearing cut trees in the altar area of the church. No electric lighting  
6 is allowed on the tree.

7 **Section 903.3.1** is hereby amended to read as follows:

8 **903.3.1 Standards.** Sprinkler systems shall be designed with a 5 psi safety margin and  
9 installed in accordance with Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters  
10 of this code, as applicable.

11 **Section 903.3.1.1.1** is hereby amended by adding the following exception:

12 \* \* \* \*

13 7. Elevator machine room and machinery spaces. Where sprinklers are not installed in  
14 elevator machine rooms, shunt trip required in accordance with IBC 3005.5 shall not be  
15 installed.

16 **Section 903.3.5** is hereby amended to read as follows:

17 **903.3.5 Water supplies.** Water supplies for automatic sprinkler systems shall comply with  
18 this section and the standards referenced in Section 903.3.1. The potable water supply shall  
19 be protected against backflow in accordance with the requirements of this section and the  
20 International Plumbing Code. For connections to public waterworks systems, the water  
21 supply test used for design of fire protection systems shall be adjusted to account for  
22 seasonal and daily pressure fluctuations based on information from the water supply  
23 authority and as approved by the fire code official. Underground water supply piping shall  
be constructed of a material allowed by Fargo Municipal Code Chapter 16 and Chapter 22  
and shall be allowed to extend into the building through the slab or wall not more than 24  
inches.



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3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7 3/4 inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152 mm). A nosing projection not less than 3/4 inch (19.1 mm) but not more than 1 1/4 inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).

\* \* \* \*

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8 inch riser height and minimum 9 tread depth.

**Chapter 11** is hereby deleted with the exception of **Sections 1103.8 and 1103.9**.

**Section 2303.1** is hereby amended by adding the following Subsection 7:

\* \* \* \*

7. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where Class I liquids are dispensed.

**Section 2306.1** is hereby amended to read as follows:

**2306.1 General.** Storage of flammable and combustible liquids shall be in accordance with Chapter 57 and Sections 2306.2 through 2306.6.3. See also Fargo Municipal Code, Section 9-0604.

**Section 3106.2** is hereby amended to read as follows:

**3106.2 General.** Outdoor assembly events with planned attendance exceeding 1,000 people shall be in accordance with this section and Section 403.11. Temporary structures erected for outdoor assembly events shall comply with this chapter.

**Section 3303.1** is hereby amended to read as follows:

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**3303.1 Program development and maintenance.** The owner or owner’s authorized agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration or demolition work. The plan addresses the requirements of this chapter and other applicable portions of this code, the duties of staff and staff training requirements. When required by the fire code official, the plan shall be submitted and approved before a building permit is issued. Any changes to the plan shall be submitted for approval.

**Section 5704.2.9.6.1** is hereby amended to read as follows:

**5704.2.9.6.1 Locations where above-ground tanks are prohibited.** Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Above-ground tanks, with a capacity exceeding 660 gallons, outside of buildings shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoned districts. Above-ground tanks outside of buildings in all non-industrial zoned districts shall not exceed 660 gallons in individual capacity or 1,320 gallons in aggregate capacity, and tanks outside of buildings used for dispensing shall be listed and labeled as protected above-ground tanks in accordance with UL 2085.

**Section 5704.2.13.1.4** is hereby amended by adding the following Subsection 7:

\* \* \* \*

7. Site assessment is required to determine if there are any spills, leaks, or discharge from the tank system. Records of site assessment shall be kept on the site of tank location.

**Section 5705.3.7.5.1** is hereby amended by adding the following Exception 2:

**Exception: 1.** Where natural ventilation can be shown to be effective for the materials used, dispensed or mixed.

2. When approved by the chief, continuous ventilation may be provided for one complete air change per hour, if supplemented with mechanical ventilation designed to provide for a complete air change six times per hour. The non-continuous ventilation equipment and any lighting fixtures shall be operated by the same switch located outside of the door.

**Section 5806.2** is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 **5806.2 Limitations** Storage of flammable cryogenic fluids in stationary containers outside  
2 of buildings is prohibited within the limits established by law as the limits of districts in  
3 which such storage is prohibited. Stationary containers shall be installed only in areas  
4 zoned industrial or limited industrial and shall be located at least 300 feet from all non-  
5 industrial zoning districts.

6 **Section 6103.2.1.6** is hereby amended to read as follows:

7 **6103.2.1.6 Use with self-contained torch assemblies.** Portable LP-gas containers are  
8 allowed to be used to supply approved self-contained torch assemblies or similar  
9 appliances. Such containers shall not exceed a water capacity of 2 ½ pounds (1 kg) 12  
10 pounds.

11 **Section 6104.2** is hereby amended to read as follows:

12 **6104.2 Maximum capacity within established limits.** Within the limits established by  
13 law restricting the storage of liquefied petroleum gas for the protection of heavily populated  
14 or congested areas, the aggregate capacity of any one installation shall not exceed 2,000  
15 gallons (7570 L). Unprotected tanks with a water capacity exceeding 2,000 gallons shall  
16 be installed only in areas zoned industrial or limited industrial and shall be located at least  
17 300 feet from all non-industrial zoning districts.

18 **Appendix B "Fire-Flow Requirements for Buildings"** is hereby adopted and enacted in its  
19 entirety.

20 **Appendix C "Fire Hydrant Locations and Distribution"** is hereby adopted and enacted in its  
21 entirety.

22 **Appendix D "Fire Apparatus Access Roads"** is hereby adopted and enacted in its entirety.

23 **Section D103.1** is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person,  
firm or corporation violating an ordinance which is punishable as an infraction shall be punished

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the  
2 suspension thereof.

3 Section 4. Effective Date.

4 This ordinance shall be in full force and effect from and after its passage, approval and  
5 publication.

6 (SEAL)

7 \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

8 Attest:

9 \_\_\_\_\_  
Steven Sprague, City Auditor

10 First Reading:  
11 Second Reading:  
12 Final Passage:  
13 Publication:



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

59

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Special Olympics North Dakota**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <b>Rooters Bar</b>			
Street <b>107 Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/22</b>	Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>2</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire Bar except restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/2/2022</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

**RETURN ALL DOCUMENTS TO:**

Office of Attorney General  
 Licensing Section  
 600 E Boulevard Ave, Dept. 125  
 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 OR 800-326-9240



**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

5b

G- \_\_\_\_\_ ( \_\_\_\_\_ )  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Boys and Girls Club off the Red River Valley**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Fargo Billiards / Gastropub</b>			
Street <b>3234 43<sup>rd</sup> Ave So.</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/22</b>	Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>2</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire Bar Area excluding Restrooms</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/2/2022</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

- INSTRUCTIONS:**
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Telephone: 701-328-2329 OR 800-326-9240



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

5c

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Fargo Metro Baseball Association**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Specks Bar</b>			
Street <b>2611 Main Ave.</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>		Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Middle Bar</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/2/2022</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

5d

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Fargo Metro Baseball Association**

**The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location**

Name of Location <b>Empire Tavern</b>			
Street <b>424 N Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/22</b>		Ending Date(s) Authorized <b>6/30/23</b>	Number of twenty-one tables if zero, enter "0":
Specific location where games of chance will be conducted and played at the site (required) <b>Northwest Corner</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/2/2022</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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Office of Attorney General  
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 Bismarck, ND 58505-0040  
 Telephone: 701-328-2329 **OR** 800-326-9240



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
LICENSING SECTION  
SFN 9338 (04-2020)

6a

\$25.00  
✓ 137  
426 22

Applying for (check one)  
 Local Permit       Restricted Event Permit\*

Games to be Conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddlewheels\*  
*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to <b>Fargo Rotary FM</b>		Dates of Activity <b>June 21, 2022</b>		If raffle, provide drawing date <b>June 21, 2022</b>	
Organization or Group Contact Person <b>Brandon Erickson</b>		Title of Position <b>Service Chair</b>		Telephone Number <b>701-200-7973</b>	
Business Address <b>720 Main Ave</b>		City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>	
Mailing Address (if different) <b>PO Box 1653</b>		City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58107</b>	
Site Name (where gaming will be conducted) <b>Scheels (Fargo store)</b>					
Site Address <b>1551 45th St. S.</b>		City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>	

### Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<b>Raffle</b>	<b>Scheels Gift Cards</b>	<b>\$1,800.00</b>

Total (limit \$40,000 per year)    **\$1,800.00**

Intended Uses of Gaming Proceeds    **All proceeds will be donated to charity - Plains Art Mus.**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes     No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value:  (This amount is part of the total prize limit of \$40,000 per year)

### Organization or Group Contact Person

Name <b>Brandon Erickson</b>	Title <b>Service Chair</b>	Telephone Number <b>701-200-7973</b>	E-mail Address <b>brandon.poker@attorneys.com</b>
Signature of Organization or Group's Top Official 		Title <b>Service Chair - Rotary</b>	Date <b>4-15-22</b>



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9338 (04-2020)

\$25.00  
 Olson

*Lab*

Applying for (check one)  
 Local Permit     Restricted Event Permit\*

Games to be Conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddlewheels\*

*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.*

Name of Organization or Group of People permit is issued to <b>NDSU Judging Club</b>	Dates of Activity <b>05/15/22-06/06/22</b>	If raffle, provide drawing date <b>06/06/2022</b>	
Organization or Group Contact Person <b>Robert Maddock</b>	Title or Position <b>Advisor</b>	Telephone Number <b>701-781-5735</b>	
Business Address <b>1420 Bolley Drive</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58105</b>
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) <b>NDSU Sheppard Arena</b>			
Site Address <b>1350 Albrecht Blvd</b>	City <b>Fargo</b>	ZIP Code <b>58105</b>	County <b>Cass</b>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Meat Bundle Raffle	4 ribeye steaks, 1 pkg bratwurst, 1 lb pkg ground beef	\$50
Meat Bundle Raffle	4 ribeye steaks, 1 pkg bratwurst, 1 lb pkg ground beef	\$50
Meat Bundle Raffle	4 ribeye steaks, 1 pkg bratwurst, 1 lb pkg ground beef	\$50
Meat Bundle Raffle	4 ribeye steaks, 1 pkg bratwurst, 1 lb pkg ground beef	\$50
Meat Bundle Raffle	4 ribeye steaks, 1 pkg bratwurst, 1 lb pkg ground beef	\$50

Total (limit \$40,000 per year)	<b>\$250</b>
---------------------------------	--------------

Intended Uses of Gaming Proceeds  
**Used to help fund undergrad student travel to a meat science conference**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes     No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value: **\$1,000** (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name <b>Robert Maddock</b>	Title <b>Advisor</b>	Telephone Number <b>701-781-5735</b>	E-mail Address <b>robert.maddock@ndsu.edu</b>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <b>Advisor</b>	Date <b>4/27/22</b>

**MEMORANDUM**

---

TO: Board of City Commissioners  
FROM: Steven Sprague, City Auditor  
SUBJECT: Fargo Residence Inn – New Owner  
DATE: April 24, 2022

The following request to name a new owner was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: ABH-Limited Limited Service Hotels for Managers Specials  
Business Name: Residence Inn  
Location: 4335 23<sup>th</sup> Avenue South  
Applicants: Benjamin Rosenbaum

Being no significant concerns, the Liquor Control Board voted to approve the appointment of a new owner for a Class ABH-Limited alcoholic beverage license to Fargo Residence Inn. The complete application is available for review in the Auditor's Office.

**Recommended Motion:**

**Move to approve the appointment of a new owner at a Class ABH-Limited alcoholic beverage license Fargo Residence Inn.**



**Fargo Police Department**

To: Chief David Zibolski  
From: Sergeant Carlos Nestler *CN*  
Date: March 17, 2022  
RE: Liquor License, Additional Officer at Fargo Residence Inn

---

**Application for a Class "ABH-Limited" Alcoholic Beverage License. Additional Officer added for Fargo Residence Inn located at 4335 23<sup>rd</sup> Ave S.**

In accordance with Section 25-1505 of the Fargo Municipal Code, I have conducted an investigation into the character, reputation and fitness of the applicant listed on the supplied application.

During this investigation I examined the applicant's credit reports and public records criminal background.

The following information was discovered through this investigation:

**Rosenbaum, Benjamin Max - Owner**

Criminal History- A search of Fargo Police Department criminal records, North Dakota public records ([publicsearch.ndcourts.gov](http://publicsearch.ndcourts.gov)), Massachusetts public records (<https://www.masscourts.org/eservices>) and Minnesota public records (<https://chs.state.mn.us/>) showed no criminal activity. I could not find a free public record court site in New York.

Credit History- Benjamin M. Rosenbaum's credit report was reviewed. There are no prior bankruptcies, past due accounts or debts turned over to collections.



**Fargo Police Department**

Investigation Notes

This application is for an additional Officer to be added to the Class "ABH-Limited" Alcoholic Beverage License (authorizes license may be issued to persons engaging in "on-sale" of beer and wine or hosting "manager's specials" solely for guests or patrons of extended stay and limited service hotels or motels) for Fargo Residence Inn located 4335 23<sup>rd</sup> Avenue South in Fargo.

I called Mr. Benjamin Rosenbaum on March 17, 2022. He confirmed the information on his application. He stated he has never been convicted of a crime and he does not have any other liquor licenses at this time. Mr. Rosenbaum has lived in Massachusetts and New York.

Mr. Rosenbaum stated he will probably visit the hotel from time to time, but he will not have an active role in the hotel.

I could not find any criminal issues pertaining to Benjamin Rosenbaum and his credit history was excellent.

Conclusion

This background investigation is being forwarded for your review and recommendation to the City of Fargo Liquor Control Board.

*C. Mehta #086*

RECEIVED
FARGO POLICE DEPARTMENT
MAR 18 2022
DAVID B ZIBOLSKI
CHIEF OF POLICE
REF: S. SPRAGOE

*- RECOMMEND APPROVAL -*



## MEMORANDUM

---

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Fargo Moorhead Community Theater (FMCT)

DATE: April 26, 2022

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Fargo Moorhead Community Theater (FMCT) d/b/a The Stage at Island Park until November 1, 2022

As you may be aware, FMCT's building located in Island Park has been closed, as it is no longer safe to occupy. The City Commission previously approved a temporary relocation of the liquor license to 6 Broadway. FMCT is now relocating to Moorhead until a future date when they would like to return to Fargo. FMCT holds a Club liquor license with the City of Fargo and would like to retain the license for future use. FMCT has agreed to continue paying the associated fees and attend the required meetings.

Please see the attached letter from FMCT.

Please approve an extension of 25-1512 for Fargo Moorhead Community Theater d/b/a The Stage at Island Park until November 1, 2022.

**Recommended Motion:**

**Move an extension of the requirements of 25-1512 to FMCT, The Stage at Island Park until November 1, 2022.**



**FMCT Board of Directors**

April 1, 2022

Jaime Aasen, President

Adam R. Montgomery  
Vice President

Caryn Hewitt, Secretary

Karin Rudd, Treasurer

Shelby Cochran

Daniel Damico

Matthew Hallaway

Nicole Hjelden

Kirby Keller

Mike LaMont

Shelby Naser

**Executive Director**

Judy Lewis

**General Manager**

Lucas Rutten

**Finance Manager**

Kimberly Rensvold

**Community Engagement Director**

Shanna Franzen

**Education Coordinator**

Michaela Pytlik

Dear Steve,

Per our phone conversation on March 31, I am sending this written notice that Fargo Moorhead Community Theatre intends to continue holding our liquor license with the city of Fargo during this temporary period when we do not have a public-facing location in the city of Fargo.

FMCT agrees to continue paying the annual licensing fees associated with our license, as well as attending the annual compliance meetings. FMCT will provide notice to the city of Fargo when we intend to resume operations within the city.

On behalf of the Fargo Moorhead Community Theatre board and staff, I would like to thank you for your flexibility and understanding as we continue to navigate this period of change for our organization.

Please do not hesitate to contact us if there are any questions about our liquor license moving forward.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucas Rutten', is written over a light blue horizontal line.

Lucas Rutten  
General Manager

9

## **MEMORANDUM**

---

**TO:** Board of City Commissioners

**FROM:** Steven Sprague, City Auditor

**SUBJECT:** Agreement for Special Improvements – Tillstone Group LLC

**DATE:** April 22, 2022

Tillstone Group, LLC (Epic Companies) has requested municipal improvements in The District 4<sup>th</sup> Addition. Attached is the Agreement for Special Improvements relating to improvement district #BN-22-F1. Tillstone Group, LLC has executed this agreement and will provide the necessary Letter of Credit.

**Recommended Motion:**

Approve the agreement for special improvements between the City of Fargo and Tillstone Group, LLC for municipal improvements in The District 4<sup>th</sup> Addition Improvement District #BN-22-F1.

**AGREEMENT FOR SPECIAL IMPROVEMENTS**

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of April, 2022, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Tillstone Group, LLC of West Fargo, ND, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Water, Sewer, Storm Sewer, Pavement, Concrete Curb and Gutter and Street Lights hereinafter "Utilities", in a portion of The District of Fargo 4th Addition, hereinafter "Development";

WHEREAS, CITY has approved the installation of utilities in the development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Number BN-22-F1, hereinafter "SID BN-22-F1", for the purpose of constructing said utilities; and

WHEREAS, a promise to pay the suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said utilities; and,

WHEREAS, DEVELOPER has agreed to pay said special assessments and to provide security therefor,

NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

1. CITY agrees to create SID BN-22-F1 for purpose of constructing utilities in the development, to finance said utilities through its municipal bonding authority, and to levy special assessments against said property for the payment of the bonds sold to finance the utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 30% of the estimated costs for the construction of said utilities (as determined by CITY); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this agreement as hereinafter provided. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.

3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said utilities (as determined by CITY) or \$1,000, whichever is greater. The parties hereto understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this agreement for such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to pay on or before March 1 of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the development. It is understood and agreed that a transfer of said lots from DEVELOPER to third parties shall not relieve DEVELOPER of its obligation to pay annual installments of special assessments as hereinabove provided.

5. A letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the letter of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER, or its successor, fails to pay on or before March 1 of each year, annual installments of special assessments and any accrued penalties as provided in paragraph 4 above, CITY may utilize the cash or other security which has been furnished to CITY, or may draw upon the letter of credit, and apply said funds to pay all or part of the special assessments and accrued penalties which have been levied against said property but have not been certified for collection. Any amount remaining after payment of all uncertified special assessments may, in the discretion of CITY, be retained for future use pursuant to this Agreement or may be applied to current annual installments of special assessments. Provided, that CITY shall not utilize the cash or other security, or draw upon the letter of credit without first giving DEVELOPER 30 days' written notice of its intent to do so.

7. In the event that DEVELOPER fails to pay on or before March 1 of each year, annual installments of special assessments as provided in paragraph 4 above, and if the amount of cash or other security which has been furnished to CITY is not sufficient to pay all special assessments which have been levied against said property, whether or not said assessments have been certified for collection, CITY shall have a cause of action against DEVELOPER, and any guarantor of DEVELOPER for the remaining balance of all unpaid special assessments on all unimproved lots located in the development.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of utilities in the development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of all lots located in the development, or upon payment of the entire balance of special assessments levied against said property, whether certified for collection or not, CITY shall return to DEVELOPER, any cash or other security which has been furnished to CITY, or any remaining and unused portion thereof. It is specifically understood and agreed that "improvement" means construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the property. Construction of a garage, storage building or other accessory type structure shall not constitute "improvement" of a lot pursuant to this Agreement. The CITY and DEVELOPER mutually agree to follow the Letter of Credit Policy outlined in Exhibit A.

9. In the event of expiration of the letter of credit upon written notice as provide in paragraph 5 of this Agreement, if any lots in the development are not improved or if all special assessments are not paid, all as set forth in paragraph 8 above, then, and in that event, CITY may draw upon the letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said property which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots in said development, or selectively to any particular lot or lots. If the amount of cash available from the letter of credit is not sufficient to pay all special assessments on all unimproved lots in the development, CITY shall have a cause of action against DEVELOPER, or any guarantor of DEVELOPER, for the deficiency, all as provided in paragraph 7 hereof.

10. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

11. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the development shall not relieve DEVELOPER of any of its responsibility under the terms of this Agreement. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By \_\_\_\_\_  
Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

DEVELOPER  
TILLSTONE GROUP, LLC  
By: Syndica, LLP  
Its: Managing Member

By:   
\_\_\_\_\_  
Its General Partner

**GUARANTEE**

The undersigned hereby guarantees the obligations of DEVELOPER as hereinabove provided and agrees to be bound by all of the terms and conditions of this Agreement to the same extent as DEVELOPER. Upon written notification to guarantor by CITY of DEVELOPER'S failure to make payment of special assessments as hereinabove provided, guarantor agrees to make such payments within 30 days of such notifications. Provided, that guarantor shall not be required to make any payments hereunder until all of the cash or other security furnished by DEVELOPER pursuant to paragraph 2 of this Agreement has been utilized by CITY for payment of such special assessments.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GUARANTOR**

By \_\_\_\_\_  
Its \_\_\_\_\_

**Exhibit A**

**CITY OF FARGO**

**LETTER OF CREDIT POLICY**

Developers requesting City assistance financing the installation of underground utilities and paving related projects are required to sign an Agreement for Special Improvements, which among other things details the requirement to keep in place a form of authorized security.

Developers using a letter of credit (or other forms of security) are subject to the following policy:

- Letters of credit (LOC) will be based on the Engineer's estimate of cost of construction; there will be no city administration fees added to the LOC requirement.
- Storm retention and elevation costs will not be included in the LOC requirements.
- Developers with individual or single developments may provide a Master LOC at 50% of the engineer's estimate of cost of construction or they can provide security on a project by project basis.
- Developers with multiple developments in the City of Fargo have the option to provide a Master LOC at 30% of the engineer's estimate of cost of construction for the entire development or they can provide security on a project by project basis.
- Security requirements will be reduced as lots are developed; once a building permit is issued that lot will be removed from the LOC requirement listing.
- Commercial property and residential property are treated the same for security requirements.
- Once a development is 90% completed as to the number of lots with building permits issued and 75% of the original assessments are covered with building permits, the remaining lots are removed from the LOC requirements.
- Lots owned by governmental units are exempt from the LOC requirements.

10

## MEMORANDUM

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**TO:** Board of City Commissioners

**FROM:** Steven Sprague, City Auditor

**SUBJECT:** Agreement for Special Improvements – Scheels All Sports, Inc.

**DATE:** April 27, 2022

Scheels All Sports, Inc. has requested municipal improvements in Crossroads Corporate Center Addition. Attached is the Agreement for Special Improvements relating to improvement district #BN-22-K1. Scheels All Sports, Inc. has executed this agreement and will provide the necessary Letter of Credit.

**Recommended Motion:**

Approve the agreement for special improvements between the City of Fargo and Scheels All Sports Inc. for municipal improvements in Crossroads Corporate Center Addition Improvement District #BN-22-K1.

**AGREEMENT FOR SPECIAL IMPROVEMENTS**

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between THE CITY OF FARGO, a North Dakota municipal corporation, hereinafter "CITY"; and SCHEELS ALL SPORTS, INC., a North Dakota corporation, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals in accordance with the scope of work set forth in EXHIBIT A attached hereto (hereinafter "Utilities"), in Crossroads Corporate Center Addition, Cass County, North Dakota, hereinafter "Development";

WHEREAS, CITY has approved the installation of said Utilities in the Development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Number BN-22-K1 hereinafter "SID #BN-22-K1", for the purpose of constructing said Utilities; and

WHEREAS, a promise to pay the suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said Utilities; and,

WHEREAS, DEVELOPER, for and on behalf of itself or its successors in title to the lots in the Development as applicable, has agreed to pay said special assessments and to provide security therefor,

NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

1. CITY agrees to create SID #BN-22-K1 for purpose of constructing said Utilities in the Development, to finance the construction of said Utilities through its municipal bonding authority, to construct said Utilities at City's cost, subject to levy of special assessments against the applicable lots in the Development (in accordance with City code and procedures, for the payment of the bonds sold to finance the construction of said Utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the Utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 25% of the estimated costs for the construction of the Utilities (as determined by CITY based on bids obtained by CITY for construction of said Utilities); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this Agreement as hereinafter provided or as otherwise provided in this Agreement. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole but reasonable discretion, accept or reject the form of security which is

offered by DEVELOPER. The initial amount of security required is \$500,000.00 (i.e. 25% of \$2,000,000.00 in estimated construction costs for said Utilities).

3. DEVELOPER shall have the right to cancel this Agreement at any time prior to the award of a contract for construction of the Utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said Utilities (as determined by CITY) or \$1,000, whichever is greater. The parties hereto understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this Agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this Agreement for such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to keep all property taxes current and to pay on or before October 15th of each year, the current annual installment of special assessments (certified for payment with the taxes) and any accrued penalties on each and every unimproved lot located in the Development. When levied, the repayment of said special assessments will be spread over a repayment period of twenty (25) years. The obligation to pay such special assessments shall accrue to the fee owner of the respective lots in the Development that are charged the special assessments in accordance with City code and procedures. It is understood and agreed that a transfer of any of said lots from DEVELOPER to third parties shall not relieve DEVELOPER of its obligation to pay special assessments for lots the DEVELOPER owns or to post the security to make certain the annual installments of special assessments are paid in full as hereinabove set forth, except as follows: (i) if a transferee owner of any lot in the Development posts the appropriate amount of security required by the CITY as provided above for such lot, then DEVELOPER shall be released from its obligation to provide the security for such lot (and may obtain a release or appropriate reduction in the amount of such security for such lot from the CITY), or (ii) if the special assessments levied on any lot in the Development are paid in full, then DEVELOPER shall be released from its obligation to provide the security for such lot (and may obtain a release or appropriate reduction in the amount of such security for such lot from the CITY).

5. A letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. The letter of credit shall automatically renew for successive one (1) year periods, provided that DEVELOPER (or its successor in title to any lot(s) in the Development, as applicable) may from time to time provide substitute letters of credit (reduced in amount for special assessments paid as of such time or as otherwise as provided hereinafter), and promptly upon receipt of the substitute letter of credit meeting the requirements hereof, the CITY will promptly return the original letter of credit then held by CITY to DEVELOPER (or the other applicable lot owner). Provided that the letter

of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that the owner of a lot (including DEVELOPER, as applicable), fails to pay on or before October 15th of each year, annual installments of special assessments and any accrued penalties as provided in paragraph 4 above, for any lot(s) within the Development owned by such party, CITY may utilize the cash or other security which has been furnished to CITY or may draw upon the letter of credit for the applicable lot(s) owned by the non-paying owner, and apply said funds to pay all or part of the special assessments and accrued penalties which have been levied against said lot(s) but have not been certified for collection. Any amount remaining after payment of all uncertified special assessments for such lot(s) may, in the discretion of CITY, be retained for future use as security and subsequently be applied toward future special assessments for such lot(s) that are not paid when they become due as set forth in this Agreement or such remaining funds may be applied to current annual installments of special assessments for such lot(s). Provided, that CITY shall not utilize the cash or other security, or draw upon the letter of credit without first giving DEVELOPER (or applicable lot owner) ten (10) days' written notice of its intent to do so in accordance with the provisions of paragraph 13 below.

7. In the event that the owner of a lot (including DEVELOPER, as applicable), fails to pay on or before October 15th of each year, annual installments of special assessments as provided in paragraph 4 above, for any lot(s) within the Development owned by such party, and if the amount of cash or other security which has been furnished to CITY is not sufficient to pay all special assessments which have been levied against said lot(s), whether or not said assessments have been certified for collection, CITY shall have a cause of action against the applicable owner of such lot(s) for the remaining balance of all unpaid special assessments on all such unimproved lots located in the Development.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of Utilities in the Development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of any or all lots located in the Development, or upon payment of the entire balance of special assessments levied against any or all of said lots, whether certified for collection or not, the security requirement for the lots which have been improved or for which outstanding special assessments have been paid in full shall no longer apply and the CITY shall return to DEVELOPER (or successor owner of the applicable lots), any cash or other security which has been furnished to CITY for such lots, or any remaining and unused portion thereof and/or allow DEVELOPER (or successor owner of such lot, as applicable) to provide substitute cash or other security appropriately reduced for the remaining lots (owned by it) required to be secured hereunder. It is specifically understood and agreed that "improvement" or "improved" means issuance of a permit for construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the property, and "unimproved" means such building permit has not been issued.

9. The security provided in this Agreement may be released or reduced, including on a lot by lot basis, by a) improvement of the applicable lots as described in 8 above, b) payment of all certified and uncertified special assessments for the applicable lots, c) once the balance of uncertified special assessments for all unimproved lots is less than the total amount of security provided, in which case the security may be reduced to an amount equal to the uncertified special assessment of all unimproved lots.

10. In the event of expiration of a letter of credit (securing payment of special assessments for particular lot(s) in the Development) upon written notice as provided in paragraph 5 of this Agreement, if any lots in the Development pertaining to such letter of credit are not improved and if all special assessments for such lot(s) are not paid, all as set forth in paragraph 8 above, then, and in that event, CITY may draw upon such letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said lot(s) which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments for such lot(s) shall be applied to special assessments which have been certified for collection for such lot(s). It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all such unimproved lot(s), or selectively to any such particular lot or lots. If the amount of cash available from such letter of credit is not sufficient to pay all special assessments on all such unimproved lots, CITY shall have a cause of action against the owner of such lots (including DEVELOPER, as applicable) for the deficiency, all as provided in paragraph 7 hereof.

11. DEVELOPER and each successor owner of a lot hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement against the indemnifying party (i.e. DEVELOPER or such successor, as applicable), including, but not limited to, reasonable attorneys fees and costs.

12. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the Development shall not relieve DEVELOPER of any of its responsibility under the terms of this Agreement (i) as to any lots owned by DEVELOPER, or (ii) as to any security required to be posted by DEVELOPER hereunder unless and until a successor owner of a lot or lots posts the required security hereunder with the CITY for such lot(s) transferred to such successor owner as provided in paragraph 4. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

13. Notices. Notices or requests under this Agreement required or desired to be given by either party to the other shall be in writing and shall be sent to the parties at their respective addresses below and shall be effective and deemed delivered (i) one (1) business day after sending by reputable overnight commercial courier (such as Federal Express or UPS), or (ii) two (2) business days after sending by U.S. Certified Mail, Return Receipt Requested, postage prepaid:

City of Fargo  
225 4th Street North  
Fargo, ND 58102

Scheels All Sports, Inc.  
1707 Gold Drive  
Fargo, ND, 58103  
Attn: Mr. Steve M. Scheel

DEVELOPER or any successor owner of a lot in the Development may change or establish from time to time their respective address for notice hereunder by like notice to CITY and the other fee owners (including DEVELOPER) then having any interest in the Development. Notwithstanding the foregoing, if any such successor owner has not established its address for notice hereunder by like notice to the CITY and other owners, the CITY and any other owner (including DEVELOPER) may notify such owner at the address of record for Cass County as to where real property tax notices are to be sent with respect to such owner's lot, until such time as such owner notifies the CITY and the other owners of a different or additional address for notices.

14. Estoppel. At any time and from time to time CITY, promptly upon receipt of written request from DEVELOPER or any successor owner of a lot in the Development, will execute, acknowledge and deliver an instrument, stating as follows: that this Agreement is a true and exact copy of the agreement between the parties hereto as to the subject matter herein; whether there are any amendments of this Agreement (and if so, stating what amendments there are); whether this Agreement is then in full force and effect; that, to the best of its knowledge, as of such date, whether any default has been declared by CITY against DEVELOPER, and if a default has been declared, such instrument shall specify same; and any other factual matters pertaining to this Agreement reasonably requested by the requesting party.

15. Release. When all of the obligations of DEVELOPER under this Agreement have been satisfied or when all special assessments levied upon the Development to pay for the construction of the Utilities have been paid in full, the CITY will execute and deliver to DEVELOPER upon written request, a release of DEVELOPER from its obligations under this Agreement. In addition, if all such special assessments levied on any particular lot within the Development have been paid in full, DEVELOPER or any successor owner of such lot may request a release for the applicable lot and the applicable owner thereof (including DEVELOPER), and CITY will promptly execute and deliver such release to the requesting party.

**[signatures follow on next page]**

Dated the day and year first above written.

THE CITY OF FARGO,  
a North Dakota municipal corporation

By \_\_\_\_\_  
Timothy Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

DEVELOPER

SCHEELS ALL SPORTS, INC.,  
a North Dakota corporation

By Michelle Kilton  
Its CFO

EXHIBIT A  
SCOPE OF WORK



**ENGINEER'S REPORT  
 NEW PAVING AND UTILITY CONSTRUCTION  
 IMPROVEMENT DISTRICT NO. BN-22-K  
 ON CROSSROADS DRIVE FROM 42 ST S TO 41 ST S AND  
 ON 41 ST S FROM 23 AVE S TO CROSSROADS DRIVE.**

**AMENDED 3-30-2022**

**Nature & Scope**

Infrastructure request to facilitate construction of underground utilities, concrete pavement and incidentals as requested by the Developer.

**Purpose**

This project is to provide city infrastructure for the development of new commercial properties and to connect existing infrastructure.

**Feasibility**

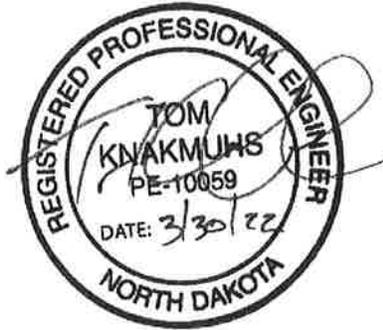
The estimated cost of construction is \$1,730,077.90. The cost breakdown is as follows:

<b>Base Bid</b>			
<b>Construction Cost</b>			\$1,730,077.90
<b>Fees</b>			
Engineering	10%		\$173,007.79
Admin	4%		\$69,203.12
Legal	3%		\$51,902.34
Interest	4%		\$69,203.12
Contingency	5%		\$86,503.90
<b>Total Estimated Cost</b>			<b>\$2,179,898.17</b>
<b>Funding</b>			
Special Assessments	100.00%		\$2,179,898.17

<b>Project Funding Summary</b>			
Special Assessments	100.00%		\$2,179,898.17
<b>Total Estimated Project Cost</b>			<b>\$2,179,898.17</b>

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



  
Thomas Knakmuhs, PE  
Assistant City Engineer



**LOCATION AND COMPRISING  
NEW PAVING AND UTILITY CONSTRUCTION**

**IMPROVEMENT DISTRICT NO. BN-22-K**

**ON CROSSROADS DRIVE BETWEEN 42ND STREET  
SOUTH AND 23RD AVENUE SOUTH. ON 41ST STREET  
SOUTH BETWEEN 23RD AVENUE SOUTH AND  
CROSSROADS DRIVE. TO BE PLATTED IN CROSSROADS  
CORPORATE CENTER ADDITION.**

**LOCATION:**

On Crossroads Drive between 42nd Street South and 23rd Avenue South.  
On 41st Street South between 23rd Avenue South and Crossroads Drive.  
To be platted in Crossroads Corporate Center Addition.

**COMPRISING:**

All the unplatted land located in the Northeast quarter of Section 22, Township 139 N, Range 49 W.  
Bounded on the south by 23rd Avenue South and Interstate Business Park Addition. Bounded on the  
west by 42nd Street South.

To be platted in Crossroads Corporate Center Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



March 21, 2022

**Notice of Proposed Construction between 42<sup>nd</sup> Street South and I-29 from 23<sup>rd</sup> Avenue South to I-94  
NEW PAVING AND UTILITY CONSTRUCTION  
Improvement District No. BN-22-K**

**Attention Property Owner,**

New construction is planned and approved this year to install underground utilities, concrete paving, and incidentals between 42<sup>nd</sup> Street South and I-29 from 23<sup>rd</sup> Avenue South to I-94 as part of Crossroads Corporate Center Addition.

You are receiving this letter because our records indicate your property is in the Improvement District No. BN-22-K, a zone created to fund project costs through an assessment.

**Funding (Including Proposed Property Assessments)**

The project will be funded with Special Assessments to the benefiting properties. The funding summary for this project can be seen below:

Project Funding Summary		
Special Assessments	100.00%	\$ 3,976,608.71
<b>Total Estimated Project Cost</b>		<b>\$ 3,976,608.71</b>

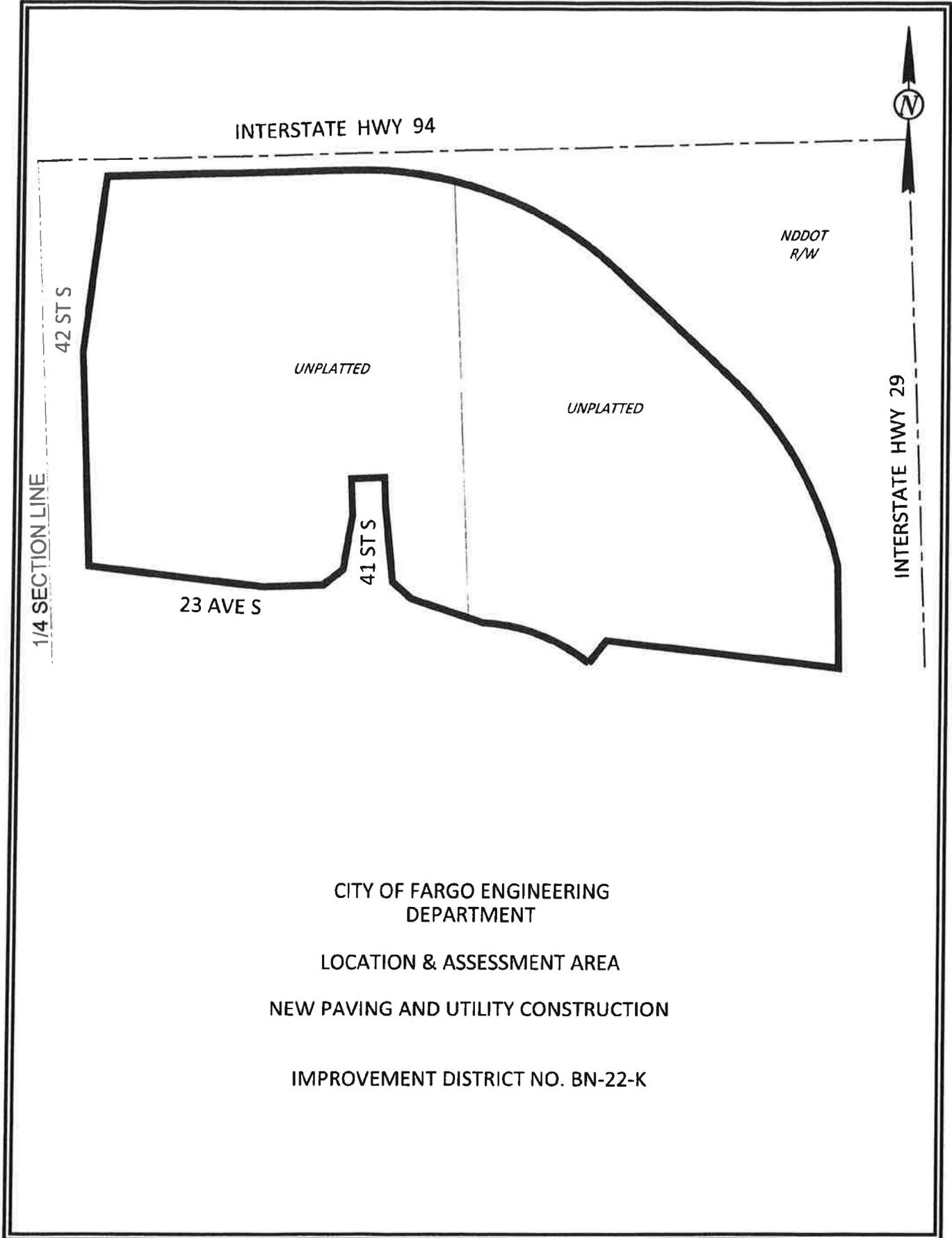
Assessed costs are apportioned according to the policy established by the Fargo City Commission. You can view the estimated Special Assessments for individual properties at [fargoparcels.com](http://fargoparcels.com). Your estimated property assessment is also attached.

**Learn more and ask questions**

- For more information or questions, please contact the following:
  - Design Questions – Engineering Department – (701) 241-1545
  - Assessment Questions – Special Assessment Department – (701) 241-1326
  - Special Assessments Assistance – Planning Department – (701) 241-1474

The City of Fargo looks forward to the successful completion of this project.

Matthew Jennings, Project Manager





## Memorandum

**To:** Members of PWPEC  
**From:** Brenda Derrig, City Engineer  
**Date:** February 14, 2022  
**Re:** Utility and Paving Infrastructure Request for Crossroads Corporate Center Addition (BN-22-K1)

---

### Background:

Attached you will find a request from Jason Loney, Scheels All Sports, Inc., Developer, requesting infrastructure for Crossroads Corporate Center Addition as shown on the attached plat. The infrastructure consists of the following:

- Crossroads Drive from 42<sup>nd</sup> Street to 23<sup>rd</sup> Avenue South
- 41<sup>st</sup> Street South from Crossroads Drive to 23<sup>rd</sup> Avenue South

We have reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The one remaining item is as follows:

- The Developer will work with the Auditor regarding the execution of the special assessment security agreement and letter of credit.

City staff will incorporate this infrastructure request into the Engineering Capital Improvement Plan. This project will be 100% Special Assessed to the benefiting properties.

### Recommended Motion:

Approve the request for infrastructure as requested contingent upon meeting the execution of the Special Assessment Security Agreement and Letter of Credit and direct Engineering to start design.

BED/klb

Attachment

December 8, 2021

Public Works Project Evaluation Committee  
City of Fargo North Dakota  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

**Subject: Infrastructure Improvement Request  
Crossroads Corporate Center Addition  
Fargo, ND**

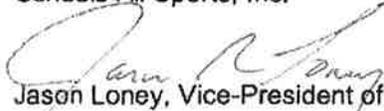
To the Public Works Project Evaluation Committee of the City of Fargo, North Dakota.

Scheels All Sports, Inc. which owns all of Crossroads Corporate Center Addition Block 1, Block 2 and Block 3 requests that the Board of City Commissioners take such action as may be required by law to construct Crossroads Drive and 41<sup>st</sup> Street south as shown on the proposed Crossroads Corporate Center Addition Plat.

Scheels All Sports, Inc. requests that the City of Fargo design, bid, and assess the project and provide construction administration and staking in the normal course of the project for the construction of the City Streets and utility infrastructure including, storm sewer, sanitary sewer, watermain, etc. Scheels All Sports Inc. requests that the City project be completed, including all utilities and street paving, by September 30, 2022.

Sincerely,

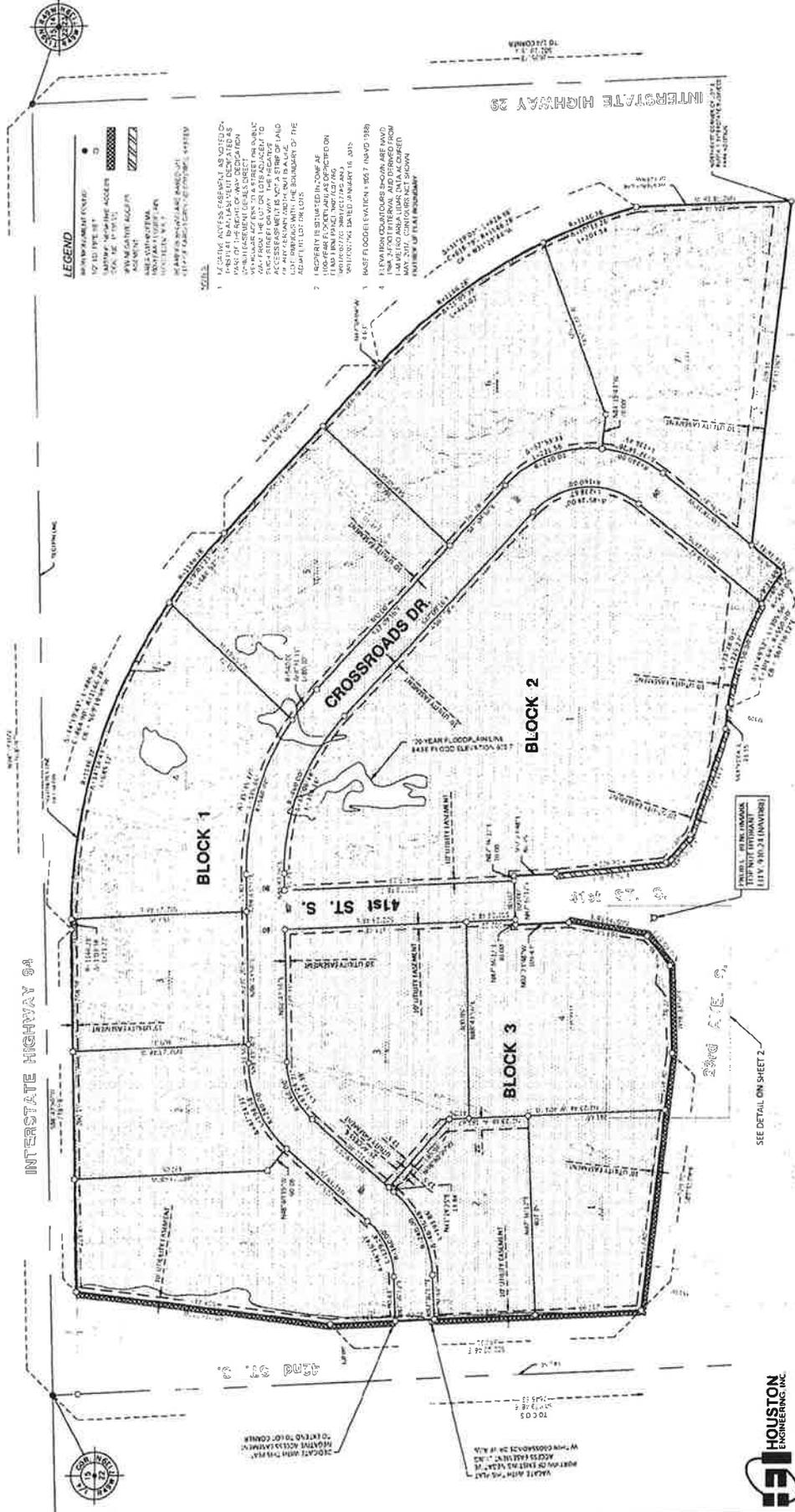
Scheels All Sports, Inc.



Jason Loney, Vice-President of Store Development

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**CROSSROADS CORPORATE CENTER ADDITION**  
 BEING A PLAT OF PART OF THE N.E. 1/4 OF SECTION 22,  
 T. 139 N., R. 49 W., 5th P.M.  
 TO THE CITY OF FARGO,  
 CASS COUNTY, NORTH DAKOTA  
 A MAJOR SUBDIVISION



**H I HOUSTON**  
 ENGINEERING, INC.  
 Sheet 1 of 2  
 Project No. 7729-0003

H:\CADD\7729\7729\_0003\7729\_0003.dwg (Crossroads Corporate Center Addition Final.dwg)





REPORT OF ACTION  
**FINANCE COMMITTEE**

Project No.                      Contracted Day Cleaning                      Type: Cleaning

Location:              Carlson and Downtown Libraries

Date of Hearing:              April 25, 2022

<u>Routing</u>	<u>Date</u>
City Commission	May 2, 2022

**Background**

In 2020, daily disinfecting conducted by contracted cleaning services was implemented at all three Fargo libraries following the outbreak of COVID. This additional cleaning was paid for with COVID relief funding. In early April, Facilities was notified that the funding had ended on March 31, 2022. Facilities made the decision to finish out the month of April with the contractor.

**Request**

Tim Dirks, Library Director, has indicated that it would be beneficial to continue these day porter cleaning services going forward at both the Downtown Library and the Carlson Library. The daily average of patrons is 630 and 329 respectively. This is a significant amount of traffic and there are inherently several high touch areas in libraries, such as the computer areas and the children’s area; including the recently reopened “Wiggle Room.” The Northport Library patronage did not warrant continuing services at this time.

The costs to extend these services through the end of the current contract (RFP21014-A) with Osgood Cleaning (exp. December 31, 2023) are as follows:

Downtown:	\$4,100/month
Carlson:	\$2,900/month
2022 (remaining 9 months):	\$75,900.00
2023:	100,800.00

We are requesting that the cost to retain these services for the remainder of 2022 be allocated from the CARES funding.

Nightly cleaning services for the library are paid through Buildings & Grounds general fund account 101-1050-409.42-06. For 2023, we are requesting to increase our operational budget for this account by \$100,800.00 to cover the day cleaning services.

**Suggested Motion:**

On a motion from Dave Piepkorn, seconded by Michael Redlinger, the Finance Committee voted to approve the use of CARES funds in the amount of \$75,600.00 for 2022 and add \$100,800.00 to the 2023 budget for account 101-1050-409.42-06 to provide Day Porter cleaning services at the Downtown and Carlson libraries.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>			
Dave Piepkorn, City Commissioner	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Mike Redlinger, Assistant City Administrator	<u>X</u>			
Steve Sprague, City Auditor	<u>X</u>			

  
\_\_\_\_\_  
Tim Mahoney, Mayor  
Finance Committee Chair

## Memorandum

**To:** Finance Committee  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** April 21, 2022  
**Re:** Contracted Day Cleaning at Downtown and Carlson Libraries

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Dear Finance Committee:

In 2020, daily disinfecting conducted by contracted cleaning services was implemented at all three Fargo libraries following the outbreak of Covid. This additional cleaning was paid for with Covid relief funding. In early April, Facilities was notified that the funding had ended on March 31, 2022. Facilities made the decision to finish out the month of April with the contractor.

Tim Dirks, Library Director, has indicated that it would be beneficial to continue these Day Porter cleaning services going forward at both the Downtown Library and the Carlson Library. The daily average of patrons is 639 and 329 respectively. This is a significant amount of traffic and there are inherently several high touch areas in libraries, such as the computer areas and the children's area; including the recently reopened "Wiggle Room." The Northport Library patronage did not warrant continuing services at this time.

The costs to extend these services through the end of the current contract (RFP21014-A) with Osgood Cleaning (December 31, 2023) are as follows:

Downtown 11am-5pm Mon-Sat, 1pm-5pm Sun (when open):	\$4,100/month
Carlson 1pm-5pm daily:	\$2,900/month

2022 (remaining 9 months): \$75,600.00

2023: \$100,800.00

We are requesting that the cost to retain these services for the remainder of 2022 be allocated from the CARES funding.

Nightly cleaning services for the library is paid through Buildings & Grounds General Fund account 101-1050-409.42-06. In 2023, we are requesting to increase our operational budget for this account by \$100,800.00 to cover the day cleaning services as well.

**Recommended Action:**

Approve the use of CARES funds in the amount of \$75,600.00 for 2022. Approve an additional \$100,800.00 in the 2023 budget for account 101-1050-409.42-06 to provide Day Porter cleaning services at the Downtown and Carlson libraries.

**Bekki Majerus**

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**From:** Bekki Majerus  
**Sent:** Wednesday, April 20, 2022 6:59 PM  
**To:** Bekki Majerus (bmajerus@FargoND.gov)  
**Subject:** FW: Libraries daily cleaning

Library Day Porter Cleaning Services

**Bekki Majerus**

*Director of Facilities Management*

THE CITY OF FARGO | FACILITIES MANAGEMENT

Office: 701.298.6966 Cell: 701.809.4320 Fax: 701.476.4136

[BMajerus@FargoND.gov](mailto:BMajerus@FargoND.gov)

*At The City of Fargo, We Work for You.*

**From:** Osgood Services <[osgoodhousekeepers@gmail.com](mailto:osgoodhousekeepers@gmail.com)>  
**Sent:** Monday, April 18, 2022 8:21 PM  
**To:** Mark Fournier <[MFournier@FargoND.gov](mailto:MFournier@FargoND.gov)>  
**Subject:** Re: Libraries daily cleaning

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Northport Library: \$1,400./month

Monday: 2PM to 4PM  
Tuesday: 2PM to 4PM  
Wednesday: 2PM to 4PM  
Thursday: 2PM to 4PM  
Friday: 2PM to 4PM  
Saturday: 2PM to 5PM

Carlson Library: \$2,900./month

Sunday: 1PM to 5PM (when applicable)  
Monday: 1PM to 5PM  
Tuesday: 1PM to 5PM  
Wednesday: 1PM to 5PM  
Thursday: 1PM to 5PM  
Friday: 1PM to 5PM  
Saturday: 1PM to 5PM

Main Library: \$4,100./month

Sunday: 1PM to 5PM (when applicable)  
Monday: 11AM to 5PM  
Tuesday: 11AM to 5PM  
Wednesday: 11AM to 5PM  
Thursday: 11AM to 5PM  
Friday: 11AM to 5PM  
Saturday: 11AM to 5PM

On Mon, Apr 18, 2022 at 2:47 PM Mark Fournier <[MFournier@fargond.gov](mailto:MFournier@fargond.gov)> wrote:

| All good tomorrow is fine too.

Thank you

**From:** Osgood Services <[osgoodhousekeepers@gmail.com](mailto:osgoodhousekeepers@gmail.com)>  
**Sent:** Monday, April 18, 2022 1:55 PM  
**To:** Mark Fournier <[MFournier@FargoND.gov](mailto:MFournier@FargoND.gov)>  
**Subject:** Re: Libraries daily cleaning

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hi

Sorry for the late reply-

I will be sure to send today, separately for each location but on the same sheet.

Thanks

Al

On Mon, Apr 18, 2022, 1:52 PM Mark Fournier <[MFournier@fargond.gov](mailto:MFournier@fargond.gov)> wrote:

Hello

Did you get a chance to put some monthly pricing together for the day time cleaning at the libraries yet.

Thank you

Mark

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Access Agreement

Location: 42<sup>nd</sup> St S and Drain #27

Date of Hearing: 4/25/2022

<u>Routing</u>	<u>Date</u>
City Commission	5/2/2022
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding an Access Agreement with Southeast Cass Water Resource District (SECWRD) to obtain easements for the existing City infrastructure crossing Drain #27 along 42<sup>nd</sup> Street South.

Staff is recommending approval of the Access Agreement with SECWRD.

On a motion by Bruce Grubb, seconded by Steve Sprague, the committee voted to recommend approval of the Access Agreement with SECWRD.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Access Agreement with Southeast Cass Water Resource District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dawn Stollenwrek
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vacant, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jody Bertrand, Division Engineer  
**Date:** April 25, 2022  
**Re:** Access Agreement with Southeast Cass Water Resource District for Easements for Street, Sanitary & Water Crossings at 42<sup>nd</sup> Street South and Drain #27

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**Background:**

During the construction plan set generation for the lift stations at 42<sup>nd</sup> Street and Drain #27, Engineering staff noticed easements had not been recorded for the City infrastructure crossing the drain from previous installations. Engineering worked with Southeast Cass Water Resource District and have received approval for an Access Agreement to cover the existing street and utilities. A copy of the Access Agreement is attached to this Memorandum.

**Recommended Motion:**

Approve Access Agreement with Southeast Cass Water Resource District to obtain easements for the existing City infrastructure crossing Drain #27 along 42<sup>nd</sup> Street South.

JRB/klb  
Attachments

C: Brenda Derrig

**ACCESS EASEMENT**  
(Street, Water, and Sewer)

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

**RECITALS**

A. The District owns, operates, and maintains Cass County Drain No. 27 ("Drain 27"), a legal assessment drain; portions of Drain 27 are located within the City's municipal boundaries.

B. The City owns, operates, and maintains 42nd Street South (the "City Street"); the City Street intersects Drain 27 on property owned by the District.

C. The City owns, operates, and maintains sanitary sewer lines and potable water supply lines and associated infrastructure (collectively, the "Water Lines") upon, over, across, and through the City Street.

D. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the City Street and the Water Lines, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 27  
Sewer, Water, and 42nd Street*

**AGREEMENT**

1. **The Easement Property.** The District grants and conveys to the City a non-exclusive, permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

See survey attached as **Exhibit A.**

The property described above is, collectively, the "Easement Property." The District does not warrant fee simple ownership of the Easement Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District's rights in the Easement Property.

2. **Easement Rights.** Under this Easement, the District grants to the City, The City's access under this Easement extends to the City and the City's officers, agents, representatives, employees, and contractors, and other invitees, including the public's use of the City Street, a permanent and perpetual easement upon, over, in, under, across, and through the Easement Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the City Street and the Water Lines; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Street and the Water Lines, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Street and the Water Lines at the City's sole cost. The City's use of the Easement Property will not interfere with Drain 27. The City's access rights regarding the City Street extends to the City's invitees and licensees, including the public's use of the City Street.

3. **Drainage Priority and Use.** The parties understand and agree that Drain 27 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 27, including the Easement Property, as a drainage facility takes priority over any other use of the Easement Property, including the City's use of the Easement Property the City Street and the Water Lines.

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 27  
Sewer, Water, and 42nd Street*

4. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 27 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's use of or interest in the Easement Property. The District will use reasonable care to avoid any damages to the City Street and the Water Lines; however, the District will not be liable or responsible for any damages resulting from any reasonable construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 27 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 27 requires any modifications to the City Street, the Water Lines, or both, the City will construct the modifications at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "Easement Property."

5. **Improvements and Repairs to the Easement Property.** Any improvements or repairs to the to the City Street, the Water Lines, or both are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the City Street, the Water Lines, or both, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will install, construct, inspect, maintain, reconstruct, alter, repair, replace, operate, improve, modify, and remove to the City Street, the Water Lines, or both at the City's sole cost.

c. The City will obtain the District's written consent prior to commencing any structural repairs, modifications, or improvements to the City Street, the Water Lines, or both on or adjacent to the Easement Property that require excavation; the District will not unreasonably withhold consent.

d. The City will design and construct any and all improvements and required maintenance on the City Street, the Water Lines, or both in a manner that ensures adequate drainage of the Easement Property, with a finished grade that drains the Easement Property, and that does not result in ponding in or on Drain 27.

e. With the exception of the City Street and the Water Lines, the City will not construct any improvements in, upon, under, over, or across any portion of the Easement Property; the City will not place any fixtures, equipment, or other personal property on any portion of the Easement Property; the City will not construct or install, or allow construction or installation of, any other utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the Easement Property; the City will not encumber any portion of the Easement Property; and the City will not

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 27  
Sewer, Water, and 42nd Street*

otherwise alter any portion of the Easement Property without prior consent from the District; the District will not unreasonably withhold consent.

f. The City will repair the Easement Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the City Street, the Water Lines, or both, or otherwise damaged as a result of any use, access, ingress, or egress granted under this Easement; the City will otherwise repair and return the Easement Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.

g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 27 or the District's use of the Easement Property, at the City's sole cost.

6. **Term**. The rights granted under this Easement are permanent and the District may only terminate if necessary to protect the integrity of Drain 27; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 27; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 27, at the City's sole cost.

7. **Indemnity**. The City will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the City Street, the Water Lines, or both by the City or the City's officers, agents, representatives, employees, contractors, licensees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the Easement Property by the City or the City's officers, agents, representatives, employees, contractors, licensees, or other invitees; or any act, error, or omission of the City or the City's officers, agents, representatives, employees, contractors, licensees, or other invitees, including any failure to perform under this Easement.

8. **Compliance with Laws**. The City, at the City's sole cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the City Street, the Water Lines, or both, or any of the other access, uses, access, ingress, or egress rights upon, over, or across any of the Easement Property under this Easement.

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 27  
Sewer, Water, and 42nd Street*

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation.** This Easement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]



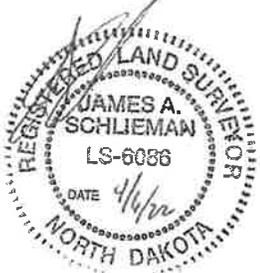
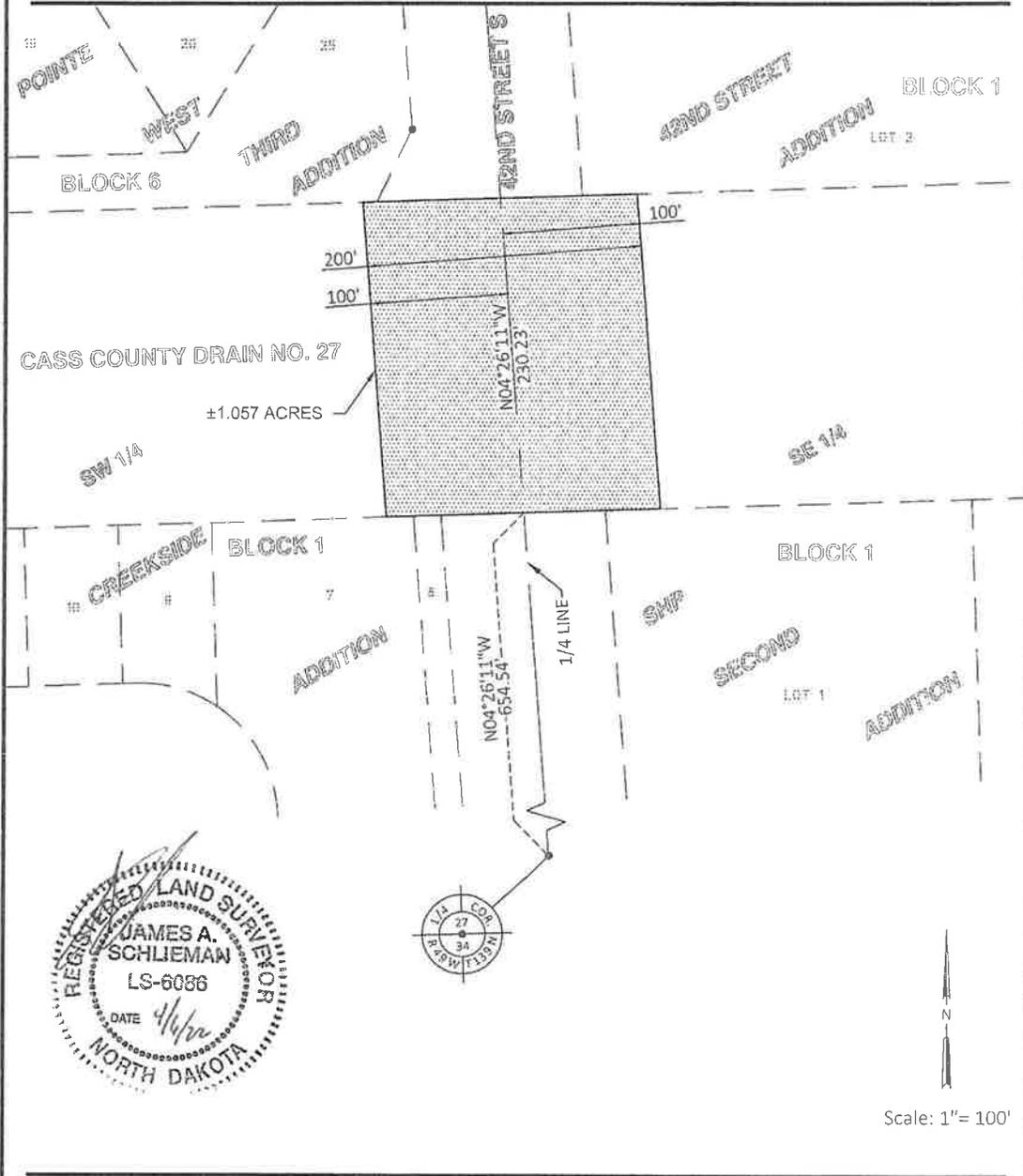


*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 27  
Sewer, Water, and 42nd Street*

**EXHIBIT A**

Legal Description and Survey of the Easement Property

PART OF CASS COUNTY DRAIN NO. 27  
 S 1/2, SEC. 27, T. 139N, R. 49W  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA



Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE  
 BASED ON THE CITY OF  
 FARGO COORDINATE  
 SYSTEM, DECEMBER 1992.



# EASEMENT EXHIBIT

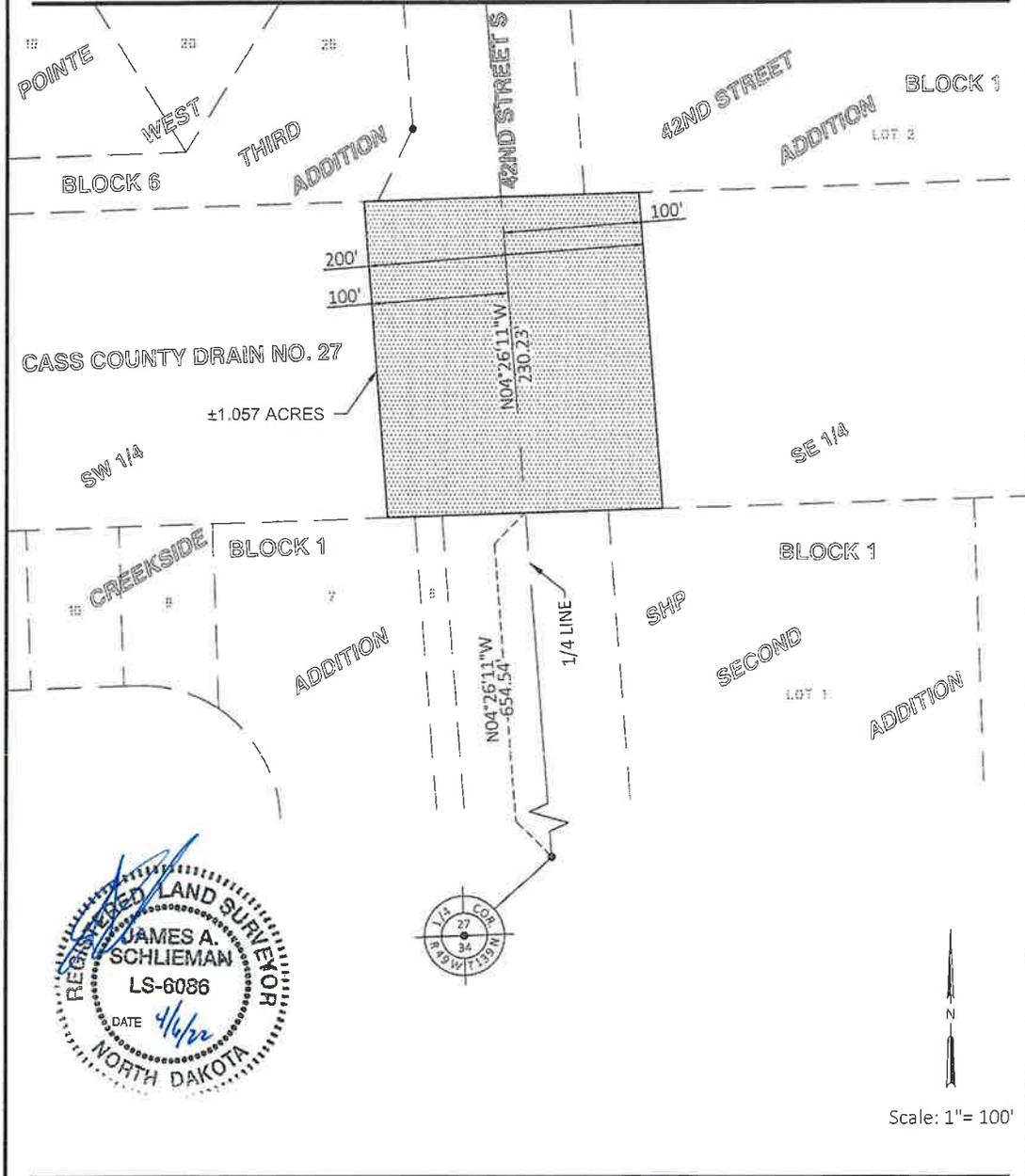
PROJECT NO. 6059-0062	DRAIN NO. 27 - 42ND STREET CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
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PART OF CASS COUNTY DRAIN NO. 27  
 S 1/2, SEC. 27, T. 139N, R. 49W  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA



H:\VIB\6000\6059\13\_6059\_062\1-Phase 010\CAD\Exhibits\42nd Street Easement Exhibit.dwg SHEET 1-4/6/2022 9:23 AM-(dbuchholz)

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE  
 BASED ON THE CITY OF  
 FARGO COORDINATE  
 SYSTEM, DECEMBER 1992.



## EASEMENT EXHIBIT

PROJECT NO. 6059-0062	DRAIN NO. 27 - 42ND STREET CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Pond Access & Maintenance Easement

Location: The District of Fargo 4<sup>th</sup> Addition

Date of Hearing: 4/25/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/2/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding an easement providing pond access and maintenance.

The storm water pond was constructed under the original District of Fargo Addition and is part of the City's storm water system. The pond is located within an existing easement however, it is insufficient for providing access around the pond. The Developer (Tillstone Group, LLC) has agreed to a maintenance agreement and to grant additional easement for access around the perimeter of the pond to the City.

Staff is recommending approval of the easement for pond access and maintenance between the City and Tillstone Group, LLC.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Pond Access and Maintenance Easement between the City and Tillstone Group, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Pond Access and Maintenance Easement between the City and Tillstone Group, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Steve Dirksen, Fire Chief  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Vacant, Finance Director

Present	Yes	No	Unanimous
<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dawn Stollenwrek
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Division Engineer  
**Date:** April 19, 2022  
**Re:** Pond Access and Maintenance Easement - The District of Fargo, 4<sup>th</sup> Addition

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### Background:

The District of Fargo, 4<sup>th</sup> Addition, includes an existing storm water pond located adjacent to 38<sup>th</sup> Street South and near 55<sup>th</sup> Avenue South. This storm water pond was constructed under the original District of Fargo addition and is part of the City's storm water system. The pond is located within an existing easement dedicated to the City. However, the easement area is insufficient for providing access around the pond for maintenance activities. To address this issue, the Developer (Tillstone Group, LLC) has agreed to grant a maintenance access easement around the perimeter of the pond to the City.

Attached with this memo is the document for this maintenance access easement. In addition to this easement document covering the terms for the access easement, it has also been drafted to cover the Tillstone Group's and the City's long term maintenance responsibilities for the pond and access easement.

Highlights of the responsibilities for each party are:

- City of Fargo
  - Pond maintenance (sediment removal, bank sloughing repair, and erosion repair)
  - Maintenance of City owned storm sewer
- Tillstone Group, LLC
  - Grass mowing, weed control and any tree trimming
  - Repair of any pavement within access easement, including snow removal
  - Maintenance of privately owned storm sewer outfalls to pond.
    - City has ability to assess property owners for costs of maintenance if they fail to properly maintain the privately owned storm sewer within the pond easement.
  - Maintenance and repair to any private amenities or improvements added to the pond or access easement areas.
    - Tillstone Group may not construct any amenities in these easement areas without agreement by the City.

The attached easement document provides a full description of all the easement and responsibilities for each party.

### Recommended Motion:

Approve the Pond Access and Maintenance Easement between the City and the Tillstone Group, LLC.

NAB/klb  
Attachment

**POND ACCESS AND MAINTENANCE EASEMENT**

THIS POND ACCESS AND MAINTENANCE EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Tillstone Group, LLC**, a North Dakota limited liability company, 300 23rd Avenue East, Suite 300, West Fargo, ND 58078 (hereinafter “Grantor” or “Tillstone”) and the **City of Fargo**, a North Dakota municipal corporation, 225 4th Street North, Fargo, ND 58102 (hereinafter “Grantee” or “City”).

**WHEREAS**, Tillstone is the owner and/or developer of certain real property located at Lots 1, 2, 3, and 4 of Block 1, The District of Fargo Fourth Addition (“Burdened Property”) being a replat of Lots 1 and 2, Block 2, The District of Fargo Second Addition, in the city of Fargo;

**WHEREAS**, a stormwater retention pond presently exists on the Burdened Property (the “Pond”), which is part of the City’s overall storm sewer system; and

**WHEREAS**, there presently exists a stormwater drainage easement for the Pond (“Pond Easement”) benefitting the City; and

**WHEREAS**, Tillstone, as Grantor, agrees to grant to the City, as Grantee, an additional permanent and perpetual access and maintenance easement around the Pond, as described in the attached **Exhibit A** (“Access Easement”), allowing ingress and egress for the performance of maintenance, inspection, and repair of the Pond Property, as necessary.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, the parties agree as follows:

1. **Access Easement.** Grantor grants to Grantee a permanent non-exclusive easement allowing access to the Pond Property for ingress and egress, and for purposes of maintenance, repairs, and construction, as necessary in the sole discretion of the Grantee, as described in **Exhibit A**. The parties understand and agree that the primary use of the Pond Property is for storm water retention and detention, and such purpose shall not be impaired or impeded. Grantor agrees to ensure unimpeded access to the Pond Property for whatever purpose deemed necessary by Grantee, including patrol, emergency access, and truck access, as necessary in the sole discretion of the City. Grantor shall not install any gates or other access controls to the Pond Property without the prior and written consent of the Grantee.

2. **City Maintenance.**

a. City shall be responsible only for pond maintenance, including but not limited to sediment removal, bank sloughing repair, erosion repair, and other maintenance deemed necessary by City. The maintenance responsibilities of the City outlined herein are all at the sole discretion of the City.

b. City shall not be responsible for mowing or weed control. City shall not be responsible for erosion or bank sloughing it deems insignificant or unnecessary.

c. City shall not be responsible nor liable for any damage occurring during or caused by the performance of its maintenance obligations hereunder.

3. **Grantor Maintenance.**

a. Grantor shall be responsible for the general maintenance and upkeep of the Pond Property, Pond Easement area, and Access Easement area, including but not limited to grass mowing, weed treatment, tree trimming, as well as pavement maintenance and repair, and snow and debris removal.

b. Grantor shall be solely responsible for the necessary repair and maintenance of any amenities and improvements added to the Pond Property, Pond Easement area, and Access Easement area, if any. Grantor understands and agrees that it may not construct any amenities or permanent structures on the Pond Property, unless otherwise agreed to in writing signed by both Grantor and Grantee.

c. Grantor understands, warrants, and agrees that any work completed by it may not impact the City's storm sewer system or change the retention pond level, without prior written consent of the City.

4. **Easement Runs With the Property.** This Access Easement, and all covenants, terms, conditions, provisions, and undertakings created hereunder, are perpetual and will run with the real property consisting of Lots 1, 2, 3, and 4 of Block 1, The District of Fargo Fourth Addition

being a replat of Lots 1 and 2, Block 2, The District of Fargo Second Addition, in the city of Fargo, and will be binding upon the heirs, transferees, successors, and assigns of Grantor.

5. **Grantor's Use of the Easement Property.** Grantor has the right and privilege to use the Access Easement area at any time, in any manner, and for any purpose, subject to the terms and conditions contained herein. Grantor will not use, or permit use of, the Access Easement area in any manner that disrupts or interferes with Grantee's rights and privileges arising hereunder. To the extent Grantor improves or constructs (e.g., pavement, sidewalks, trails, parking lot) upon the Access Easement area, Grantee shall not be responsible or liable for any damages to the improvement(s) while Grantee is using the Access Easement area or engaged in its maintenance obligations arising hereunder or by separate agreement. Any improvements or construction within the Access Easement cannot obstruct the Grantee's ability to drive within the Access Easement or access the Pond Property.

6. **Private Connections to Pond Property.** Grantor shall be allowed to make direct connection(s) to the Pond Property for a private storm sewer system serving the Burdened Property. Grantor shall be solely responsible for the maintenance, upkeep, and repair and all associated costs of the private storm sewer outfall and connections to the Pond Property, which shall include but not be limited to pipe, related components, and rip-rap materials. Grantee shall not be responsible or liable for any damages to the connection(s) or the private storm sewer system while Grantee is using the Pond Easement or Access Easement area or engaged in its maintenance obligations. Grantee shall have no obligation to perform maintenance, upkeep, or repair of the connection(s) or the private storm sewer system.

7. **Assessment.** Grantee shall have the right to direct Grantor to perform maintenance and repairs upon the private storm sewer system if Grantee determines, in its sole discretion, that maintenance or repairs are necessary to prevent any impact to the City's storm sewer system or changes in the level of the retention pond. If Grantor fails to adequately perform the directed maintenance or repairs upon the private storm sewer system within a reasonable period of time as determined by the City, then the City shall have the right to complete the maintenance and repairs and all costs of the maintenance and repairs, including but not limited to construction costs, materials, and fees, shall be assessed to the Grantor for the entire amount. By expressly granting to the City the right to assess the costs directly to the Property for completion of the maintenance and repairs, the Grantor hereby waives its right to protest the assessment.

8. **Indemnity.** Grantor hereby assumes all risk of personal injury or death and property damage or loss from whatever causes arising while Grantor, its agent, employees, or designees are conducting work pursuant to this agreement. Grantor will release, defend, indemnify, protect, and hold harmless Grantee and its agents, representatives, employees, consultants, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against Grantee as a result of or arising out of Grantor's actions related to the Pond, Pond Easement, and Access Easement; and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided herein. Grantee shall have no similar indemnification obligations to Grantor.

9. **Term.** This easement is permanent unless terminated by written agreement of the parties.

10. **Encumbrances.** Grantor will not encumber or incur any obligations impacting the Access Easement or Pond Property.

11. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

12. **Governing Law.** This agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this agreement will be venued in North Dakota District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

13. **Severability.** If any court of competent jurisdiction finds any provision or part of this agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this agreement, and all remaining terms and provisions of this agreement will remain binding and enforceable.

14. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantors and Grantee, and must be recorded in the Cass County Recorder's Office.

15. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this agreement, and agree they have not been influenced by any representations or statements made by any other parties. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this agreement.

16. **Headings.** Headings in this agreement are for convenience only and will not be used to interpret or construe its provisions.

17. **Time of the Essence.** Time is of the essence of each provision of this agreement and of all the conditions thereof.

18. **Entire Agreement.** This agreement constitutes the entire and complete agreement between the parties pertaining to the maintenance obligations and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

19. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this agreement.

20. **Binding Effect.** All covenants, agreements, and provisions of this agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

(Signatures appear on the following pages.)





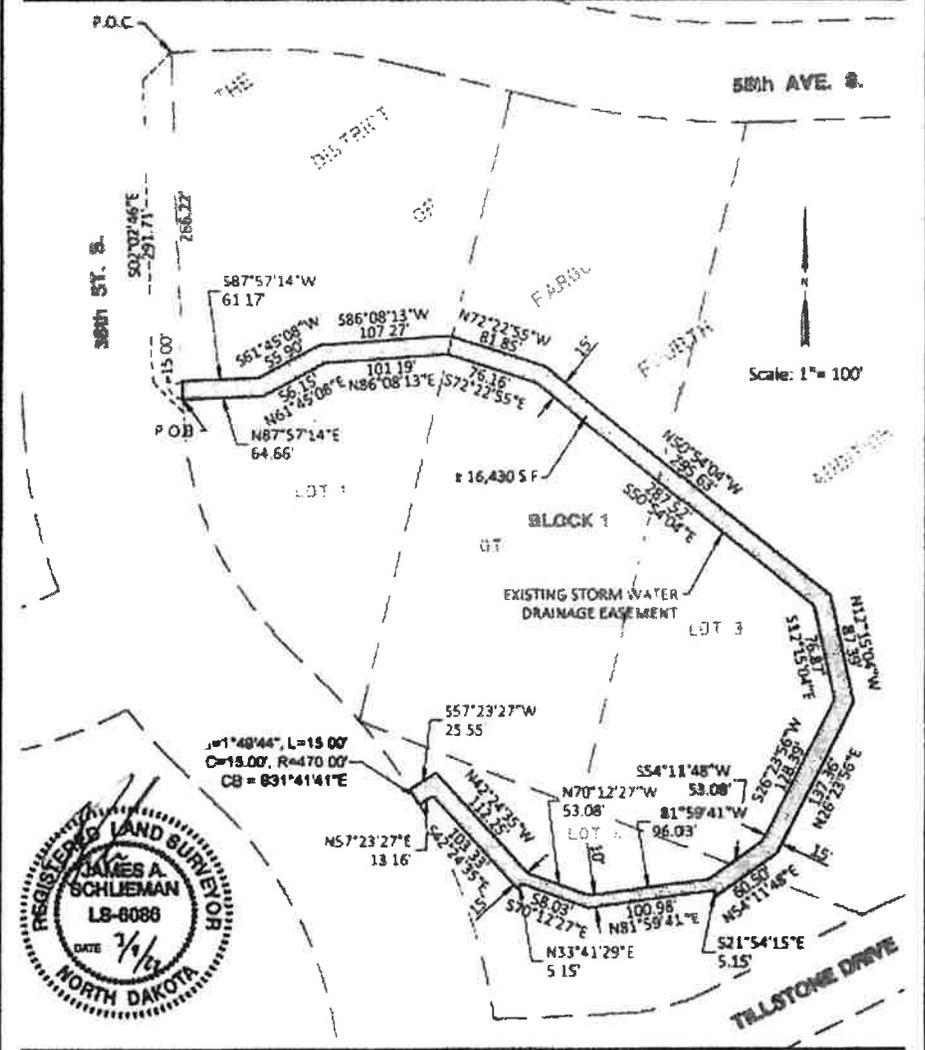
**EXHIBIT A****Legal Description of Access Easement**

That part of Block 1, The District of Fargo Fourth Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Block 1; thence South  $02^{\circ}02'46''$  East, along the westerly line of said Block 1, for a distance of 281.22 feet to the true point of beginning; thence North  $87^{\circ}57'14''$  East for a distance of 64.66 feet; thence North  $61^{\circ}45'08''$  East for a distance of 56.15 feet; thence North  $86^{\circ}08'13''$  East for a distance of 101.19 feet; thence South  $72^{\circ}22'55''$  East for a distance of 76.16 feet; thence South  $50^{\circ}54'04''$  East for a distance of 287.52 feet; thence South  $12^{\circ}15'04''$  East for a distance of 76.87 feet; thence South  $26^{\circ}23'56''$  West for a distance of 128.39 feet; thence South  $54^{\circ}11'48''$  West for a distance of 53.08 feet; thence South  $81^{\circ}59'41''$  West for a distance of 96.03 feet; thence North  $70^{\circ}12'27''$  West for a distance of 53.08 feet; thence North  $42^{\circ}24'35''$  West for a distance of 112.25 feet; thence South  $57^{\circ}23'27''$  West for a distance of 25.55 feet to a point of intersection with the westerly line of said Block 1, said point lying on a nontangential curve concave to the southwest, having a radius of 470.00 feet; thence southeasterly, along the westerly line of said Block 1 and along said curve, for a distance of 15.00 feet, through a central angle of  $1^{\circ}49'44''$ , having a chord bearing of South  $31^{\circ}41'41''$  East; thence North  $57^{\circ}23'27''$  East for a distance of 13.16 feet; thence South  $42^{\circ}24'35''$  East for a distance of 103.33 feet; thence North  $33^{\circ}41'29''$  East for a distance of 5.15 feet; thence South  $70^{\circ}12'27''$  East for a distance of 58.03 feet; thence North  $81^{\circ}59'41''$  East for a distance of 100.98 feet; thence South  $21^{\circ}54'15''$  East for a distance of 5.15 feet; thence North  $54^{\circ}11'48''$  East for a distance of 60.50 feet; thence North  $26^{\circ}23'56''$  East for a distance of 137.36 feet; thence North  $12^{\circ}15'04''$  West for a distance of 87.39 feet; thence North  $50^{\circ}54'04''$  West for a distance of 295.63 feet; thence North  $72^{\circ}22'55''$  West for a distance of 81.85 feet; thence South  $86^{\circ}08'13''$  West for a distance of 107.27 feet; thence South  $61^{\circ}45'08''$  West for a distance of 55.90 feet; thence South  $87^{\circ}57'14''$  West for a distance of 61.17 feet to a point of intersection with the westerly line of said Block 1; thence South  $02^{\circ}02'46''$  East, along the westerly line of said Block 1, for a distance of 15.00 feet to the true point of beginning.

Said tract contains 16,430 square feet, more or less.

**PART OF BLOCK 1  
THE DISTRICT OF FARGO FOURTH ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA**



IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	—————
TEMPORARY EASEMENT	—————

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF FARGO  
GROUND COORDINATE SYSTEM,  
DECEMBER 1992.



**EASEMENT EXHIBIT**

P:\2021\1489\_0091\CA\DW\exam\1\Plat\_Access\_and\_Maintenance\_Easement.dwg: SHEET 1 - 3/29/2022 2:47 PM (jhschlie)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: WAPA License Agreement

Location: The District of Fargo 4<sup>th</sup> Addition

Date of Hearing: 4/25/2022

14

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/2/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a License Agreement with the Western Area Power Administration (WAPA) for City infrastructure to be allocated within WAPA's easement in The District of Fargo 4<sup>th</sup> Addition.

The recently approved plat for The District of Fargo 4<sup>th</sup> Addition includes platted City right of way within the WAPA existing easement for their transmission line. In order to serve properties within the District of Fargo 4<sup>th</sup> Addition, the City will be installing underground infrastructure, street lights, and a roadway within this platted right of way located in the WAPA easement. Since their easement existed first, the City needs to enter into a License agreement with WAPA to allow for our infrastructure to be located within their easement.

Staff is recommending approval of the License Agreement with WAPA.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the License Agreement with WAPA to allow for City infrastructure to be located within WAPA's easement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the License Agreement with WAPA to allow for City infrastructure to be located within WAPA's easement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials Agreement for payment of specials required of developer Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dawn Stollenwrek
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vacant, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Division Engineer  
**Date:** April 19, 2022  
**Re:** WAPA License Agreement

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## **Background:**

The recently approved plat for The District of Fargo, 4<sup>th</sup> Addition, includes platted City right of way within the Western Area Power Administration's (WAPA) existing easement for their transmission line. In order to serve the properties within The District of Fargo, 4<sup>th</sup> Addition, the City will be installing underground infrastructure, street lights, and a roadway within this platted right of way located in the WAPA easement.

Since WAPA's easement existed prior to the City's right of way, we need to enter into a License Agreement with WAPA to allow for our infrastructure to be located within their easement. The attached License Agreement has been reviewed by the City Attorney's office and staff is recommending approval.

## **Recommended Motion:**

Approve entering into a License Agreement with WAPA, which will allow for City infrastructure to be located within WAPA's easement in The District of Fargo, 4<sup>th</sup> Addition.

NAB/klb

Attachment

License No. UGP-LI-2022-007BS

**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
  
LICENSE AGREEMENT**

**Fargo - Moorhead 230-kV Transmission Line**

NE1/4 of the NE1/4 of Section 3,  
Township 138 North, Range 49 West,  
5th Principal Meridian,  
Cass County, North Dakota  
Between Structures: 5/3 and 5/4  
Between STA Nos. 291+63 & 303+43

**THIS LICENSE AGREEMENT**, made this 18th day of April, 2022, between **CITY OF FARGO, a North Dakota municipal corporation, whose address is 225 4<sup>th</sup> Street North, Fargo, ND 58102, and whose telephone No. is (701) 241-1310** (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (WAPA), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs that the installation of underground utility placement, street light installation, and street and sidewalk construction (FACILITY) proposed by the LICENSEE will not interfere with the operation and maintenance of WAPA's Fargo-Moorhead 230-kV transmission line, if constructed in the manner and at the locations shown on Drawing/Exhibit(s), attached hereto and made a part hereof.

In consideration of WAPA's concurrence, the LICENSEE agrees to the following:

- (a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- (b) This license is only valid provided the FACILITY is constructed, operated and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA.
- (c) Please note that the easement width is 125 feet (62.5 feet each side of the centerline). Reconstruction, operation and maintenance of the transmission line requires that WAPA use heavy equipment within the easement area, therefore, WAPA will not be held liable for damages to the FACILITY should they occur.
- (d) LICENSEE shall install above ground markers indicating the location of anything buried in and around FACILITY, and maintain such above ground markers for the life of the FACILITY.

- (e) LICENSEE shall notify WAPA at least 10 days prior to commencing installation of the FACILITY to permit inspection by WAPA; Contact Mr. Bob Ibeneme at (701) 221-4515.
- (f) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.
- (g) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation and maintenance of the FACILITY described in this License Agreement.
- (h) To the extent permitted by law, if any, LICENSEE agrees to indemnify and hold harmless WAPA, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of Licensee's, its agents, contractors, or subcontractors use of the land covered by this License Agreement.
- (i) It is specifically understood and agreed that WAPA shall have no liability and WAPA assumes no responsibility for any liability, loss and/or damage resulting from injury or death of persons whomsoever, or damage to, loss, or destruction of property whatsoever, when such liability, injury, death, loss or damage results from or in connection with the use of WAPA'S easement area by LICENSEE.
- (j) This agreement shall be binding on the successors or assigns of LICENSEE and WAPA; however, it shall not be assigned by LICENSEE without prior written consent of WAPA.
- (k) LICENSEE shall limit any landscaping on easements to low growing vegetation that will not exceed 10 feet in maximum mature height. No ornamental plantings or significant vegetation is allowed within a 100-foot radius of the structures (within the easement) which would impede WAPA'S ability to safely work at the site.
- (l) The Licensee agrees to maintain at least **fourteen (14) feet** of clearance based on maximum sag from any of Westerns transmission line conductor(s), including placement or use of the FACILITY. In the event the Licensee's FACILITY restricts access along Western Area Power Administration's transmission line, the Licensee, its successor and/or assigns, shall (at their own expense) grant the Western Area Power Administration or its successor and/or assigns rights of ingress and egress over and across any property owned by the Licensee or its successors for access to the transmission line easement.
- (m) Before operating any construction equipment capable of contacting or approaching transmission line conductors within less than **fourteen (14) feet**, the Licensee or his authorized representative agrees to obtain from WAPA a "Special Work Permit" and to work under the limits and conditions of the safe working area defined therein.
- (n) That this license is not valid until signed by both the Licensee and WAPA.

**LICENSEE**  
**City of Fargo**

**THE UNITED STATES OF AMERICA**  
**Western Area Power Administration**

By: \_\_\_\_\_  
**Dr. Timothy J. Mahoney, M.D.**  
Mayor  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Bradley J. Seely** Digitally signed by Bradley J. Seely  
Date: 2022.04.18 16:53:03 -05'00'  
By: \_\_\_\_\_  
**Brad Seely**  
North Dakota Maintenance Manager  
PO Box 1173  
Bismarck, ND 58502-1173

**ATTEST**

\_\_\_\_\_  
Steven Sprague, City Auditor



April 27, 2022

15

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Temporary Easement - Project #FM-19-C**

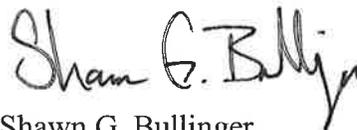
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Project #FM-19-C. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Marcy & Adam Rinas** in association with Project #FM-19-C and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Nancy J. Morris  
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

Project FM-19-C	County Cass	Parcel(s) 01-4080-00520-000
Landowner Marcy & Adam Rinas		
Mailing Address 150 North Woodcrest Drive N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See enclosed easement.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,038.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>2,038.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>2,038.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

Marcy Rinas  
Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

Adam Rinas  
Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger  
Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

Timothy J. Mahoney  
MAYOR  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
DATE

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **ADAM RINAS AND MARCY RINAS**, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of levee and storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 9, Block 22, Woodcrest Park Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 9; thence North 87°33'42" East, along the southerly line of said Lot 9, for a distance of 19.55 feet to the true point of beginning; thence North 17°47'24" East for a distance of 51.70 feet; thence North 87°33'42" East for a distance of 39.20 feet; thence South 21°50'38" East for a distance of 51.43 feet to a point of intersection with the southerly line of said Lot 9; thence South 87°33'42" West, along the southerly line of said Lot 9, for a distance of 74.16 feet to the true point of beginning.

Said tract contains 2,750 square feet, more or less.

Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

Grantor, his successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient

to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

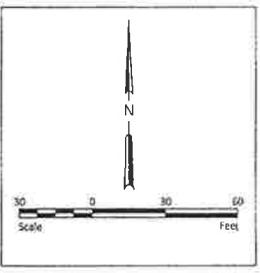
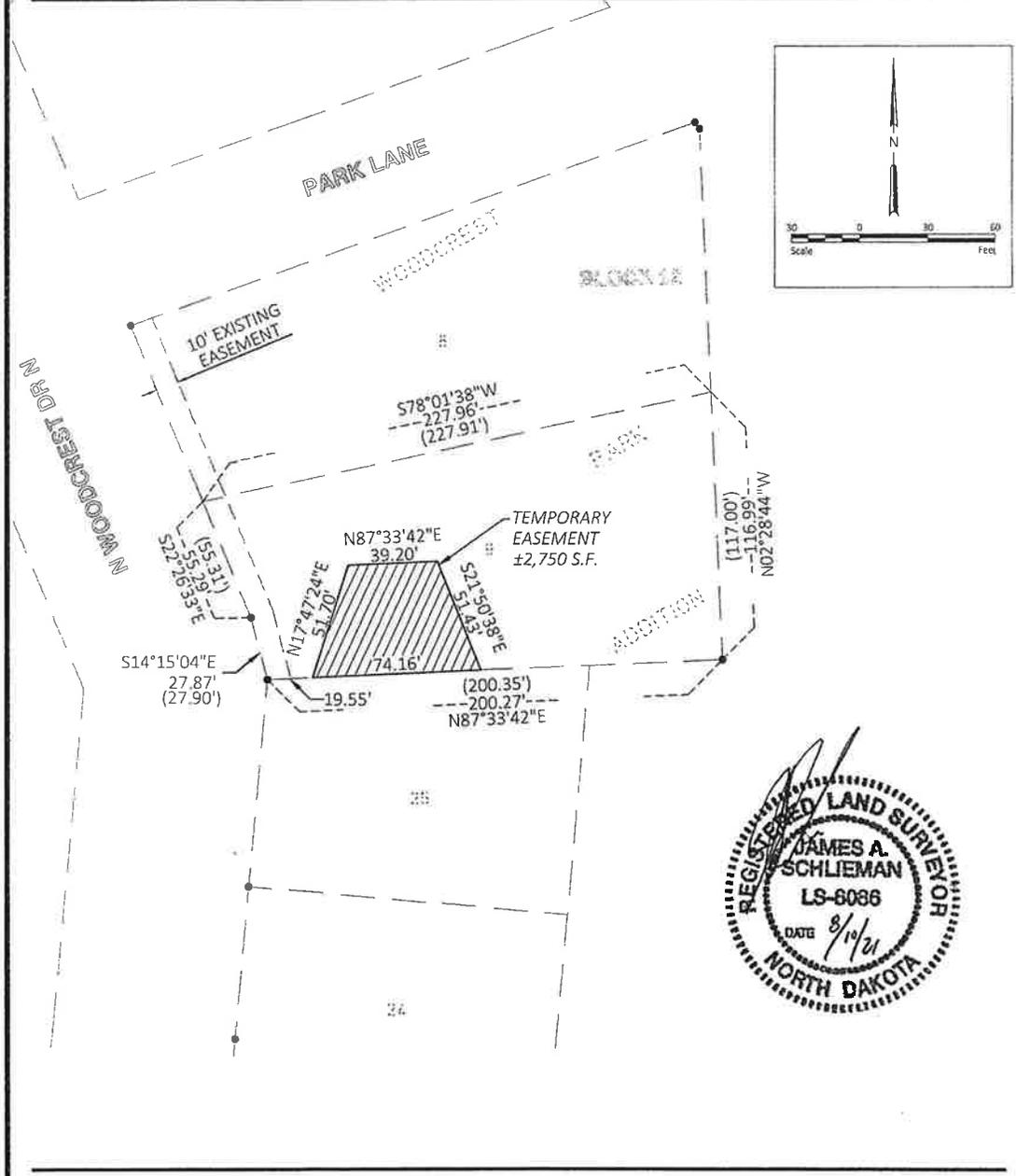
This easement shall terminate on June 30, 2023.

(Signatures on following page.)





PART OF LOT 9, BLOCK 22  
WOODCREST PARK ADDITION  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA



H:\B\6000\6059\6059\_0165\CAD\Easements\Lot 9 N Rinas Easement Exhibit.dwg Sheet 1-8/5/2021 3:53 PM-(kare)

IRON MONUMENT FOUND	●
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



## EASEMENT EXHIBIT

PROJECT NO. 6059-0165	<b>WOODCREST AREA FLOOD RISK MGMT PROJECT</b> CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2
--------------------------	--	-----------------

PART OF LOT 9, BLOCK 22  
 WOODCREST PARK ADDITION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

Description - Temporary Easement:

That part of Lot 9, Block 22, Woodcrest Park Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 9; thence North 87°33'42" East, along the southerly line of said Lot 9, for a distance of 19.55 feet to the true point of beginning; thence North 17°47'24" East for a distance of 51.70 feet; thence North 87°33'42" East for a distance of 39.20 feet; thence South 21°50'38" East for a distance of 51.43 feet to a point of intersection with the southerly line of said Lot 9; thence South 87°33'42" West, along the southerly line of said Lot 9, for a distance of 74.16 feet to the true point of beginning.

Said tract contains 2,750 square feet, more or less.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0165

WOODCREST AREA FLOOD RISK MGMT PROJECT  
CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 2

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-21-A1 Type: Change Order #1 & Final Balancing Change Order #2
Location: Citywide Date of Hearing: 4/25/2022

Routing Date
City Commission 5/2/2022
PWPEC File X
Project File Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Change Order #1 in the amount of \$10,360.00 for additional work and Final Balancing Change Order #2 in the amount of \$11.50, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Change Order #1 in the amount of \$10,360.00 and Final Balancing Change Order #2 in the amount of \$11.50, bringing the total contract amount to \$73,211.50.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 and Final Balancing Change Order #2 to Northwest Asphalt & Maintenance.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$10,360.00 and Final Balancing Change Order #2 in the amount of \$11.50, bringing the total contract amount to \$73,211.50 to Northwest Asphalt & Maintenance.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, Letter of Credit required (per policy approved 5-28-13).

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Lists committee members and their voting status.

ATTEST:

Handwritten signature of Brenda E. Derrig, P.E., City Engineer.

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Hoogland, Project Manager  
**Date:** April 20, 2022  
**Re:** Project No. PR-21-A1 – Change Orders #1 & Final Balancing Change Order #2

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**Background:**

Project No. PR-21-A1 is a project to seal and level cracks that have formed in the asphalt pavement over time. This work was done in various areas of the City.

Change Order #1 is for \$10,360.00 and adds quantity to the bid item Repair Crack – Fill.

Final Balancing Change Order #2 reconciles the final quantities for the project. It is for \$11.50 and brings the final total amount for the project to \$73,211.50. This project is funded with City Funds.

**Recommended Motion:**

Approve Change Orders #1 & Final Balancing Change Order #2 in the amount of \$10,371.50, for the additional work as requested by Engineering.

JMH/klb  
Attachments



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

**Project No** PR-21-A1 **Change Order No** 1  
**Project Name** Street Rehabilitation & Incidentals  
**Date Entered** 4/19/2022 **For** Northwest Asphalt & Maintenance

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** extra crack fill material

Various

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Repair Crack - Fill	LB	33,000.00	0.00	33,000.00	7,000.00	40,000.00	1.48	10,360.00
									<b>Paving Sub Total (\$)</b>	<b>10,360.00</b>

**Summary**

**Source Of Funding** Sales Tax Funds - Infrastructure - 420

**Net Amount Change Order # 1 (\$)** 10,360.00

**Previous Change Orders (\$)** 0.00

**Original Contract Amount (\$)** 62,840.00

**Total Contract Amount (\$)** 73,200.00

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/04/2021	06/04/2021	0.00	0.00	06/04/2021	

**Description**

**APPROVED** 4-19-22 **APPROVED DATE**

**For Contractor** *Jan D. B...*

**Department Head**

*T. Cole* 4/27/22



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title		Mayor	
		Attest	

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No PR-21-A1 Change Order No 2  
Project Name Street Rehabilitation & Incidentals  
Date Entered 4/19/2022 For Northwest Asphalt & Maintenance

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

**EXPLANATION OF CHANGE:** Final

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Repair Crack - Fill	LB	33,000.00	7,000.00	40,000.00	400.00	40,400.00	1.48	592.00
	3	Repair Crack - Level	LF	4,000.00	0.00	4,000.00	-193.50	3,806.50	3.00	-580.50
<b>Paving Sub Total (\$)</b>										11.50

**Summary**

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

11.50  
10,360.00  
62,840.00  
73,211.50

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/04/2021	06/04/2021	0.00	0.00	06/04/2021	

Description

APPROVED



4-19-22

APPROVED DATE



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

For Contractor

*Guad D. Robles*

Title

*President*

Department Head

*T. Cole* 4/27/22

Mayor

Attest

COVER SHEET  
CITY OF FARGO PROJECTS

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This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Sidewalk & Shared Use Path Rehab/Reconstruction

Project No. SR-22-C

Call For Bids May 2, 2022

Advertise Dates May 11, 18 & 25, 2022

Bid Opening Date June 8, 2022

Substantial Completion Date September 15, 2022

Final Completion Date September 30, 2022

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Dan Eberhardt)
- X **HUD FUND - CDBG (Federal)** Language Included

Project Engineer Brandon Beaudry

Phone No. (701) 476-4107

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- N/A Create District (Attach Copy of Legal Description)
- N/A Order Plans & Specifications
- N/A Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- N/A Assessment Map (Attach Copy for Auditor's Office Only)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-22-C1

Type: Sidewalk & Shared Use Path Request

Location: Madison Park

Date of Hearing: 4/11/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/2/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Brandon Beaudry</u>

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, regarding a request to install a bike trail in the Madison Park area on behalf of the Madison Neighborhood Association. The infrastructure consists of the following:

- Install a new bike trail in City right of way along 32<sup>nd</sup> Street North from 10<sup>th</sup> Avenue North to 11<sup>th</sup> Avenue North
- Reconstruct existing bike trail in Madison Park
- Install new storm sewer and flap gate at drain

City staff will incorporate this infrastructure request into the Engineering Capital Improvement Plan. The estimate for this project is \$370,000 and will be funded with a Community Development Block Grant (CDBG).

This project is included in the 2021 CDBG proposal that is currently in the public comment period with a public hearing scheduled for the April 18<sup>th</sup> City Commission meeting. If this project is not selected after the public comment period, the project would be delayed until alternative funding can be determined.

Staff is recommending approval of the request for infrastructure as requested contingent upon CDBG funding and selection after the public comment period is completed and direct Engineering to construct project.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of the request for infrastructure contingent upon CDBG funding and selection after the public comment period is completed and direct Engineering to construct project.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the request for infrastructure contingent upon CDBG funding and selection after the public comment period is completed and direct Engineering to construct project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: CDBG, Sales Tax and/or Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>        </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>        </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vacant, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer



**ENGINEER'S REPORT  
 SIDEWALK & SHARED USE PATH  
 REHAB/RECONSTRUCTION  
 PROJECT NO. SR-22-C  
 MADISON PARK BIKE TRAIL**

**Nature & Scope**

Construct new bike in Madison Park and reconstruct existing asphalt path.

**Purpose**

New walking and bike paths in Madison Park.

**Feasibility**

The estimated cost of construction is \$298,915.00. The cost breakdown is as follows:

<b>CDBG Funded Items</b>		
<b>Construction Cost</b>		\$148,865.00
<b>Fees</b>		
Contingency	5%	\$7,443.25
<b>Total Estimated Cost</b>		<b>\$156,308.25</b>
<b>Funding</b>		
Federal Funds - CDBG	100.00%	\$156,308.25

<b>Park District Funded Items</b>		
<b>Construction Cost</b>		\$150,050.00
<b>Fees</b>		
Contingency	5%	\$7,502.50
<b>Total Estimated Cost</b>		<b>\$157,552.50</b>
<b>Funding</b>		
Federal Funds - CDBG	100.00%	\$157,552.50

<b>Miscellaneous Costs</b>		
Estimated Admin/Testing (Actual To Be Reimbursed)		\$40,000.00
Estimated Legal (Actual To Be Reimbursed)		\$8,000.00
Estimated Interest (Actual To Be Reimbursed)		\$12,000.00
<b>Total Miscellaneous Costs</b>		<b>\$60,000.00</b>
<b>Funding</b>		
Federal Funds - CDBG	100.00%	\$60,000.00

<b>Project Funding Summary</b>		
Federal Funds - CDBG	100.00%	\$373,860.75
<b>Total Estimated Project Cost</b>		<b>\$373,860.75</b>

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



  
Thomas Knakmuhs, PE  
Assistant City Engineer

April 27, 2022



Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. SL-22-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 27, 2022, for Street Lighting, Project No. SL-22-A1, located in various locations.

The bids were as follows:

Fargo Electric Construction, Inc.	\$399,276.80
Parsons Electric	\$450,463.02
Strata Corporation	\$599,398.10
Engineer's Estimate	\$663,334.00

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric Construction, Inc. in the amount of \$399,276.80 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # SL-22-A1**

**Street Lighting**

Various Locations Within the City of Fargo

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Street Lighting Project # SL-22-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Site 1</b>					
1	Directional Boring	LF	680.00	\$ 6.00	\$ 4,080.00
2	Remove Feed Point	EA	3.00	\$ 500.00	\$ 1,500.00
3	F&I Conductor #6 USE Cu	LF	2070.00	\$ 2.20	\$ 4,554.00
4	F&I Innerduct 1.5" Dia	LF	680.00	\$ 2.20	\$ 1,496.00
5	F&I Street Light Foundation	EA	2.00	\$ 1,000.00	\$ 2,000.00
6	F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	\$ 14,000.00	\$ 14,000.00
<b>Site 1 Total</b>					<b>\$ 27,630.00</b>
<b>Site 2</b>					
7	Relocate Signal Standard Type V	EA	1.00	\$ 1,000.00	\$ 1,000.00
8	F&I Foundation Type V	EA	1.00	\$ 1,000.00	\$ 1,000.00
9	Remove Foundation Type V	EA	1.00	\$ 500.00	\$ 500.00
10	Relocate Ped Head	EA	2.00	\$ 400.00	\$ 800.00
11	F&I Signal Cable AWG 14/3	LF	32.00	\$ 2.00	\$ 64.00
12	F&I Conduit 2" Dia	LF	7.00	\$ 50.00	\$ 350.00
13	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	15.00	\$ 330.00	\$ 4,950.00
<b>Site 2 Total</b>					<b>\$ 8,664.00</b>
<b>Site 3</b>					
14	F&I Elec Sign Driver Feedback Solar	EA	1.00	\$ 12,750.00	\$ 12,750.00
<b>Site 3 Total</b>					<b>\$ 12,750.00</b>
<b>Site 4</b>					
15	F&I Elec Sign Driver Feedback Solar	EA	1.00	\$ 12,750.00	\$ 12,750.00
<b>Site 4 Total</b>					<b>\$ 12,750.00</b>
<b>Site 5</b>					
16	F&I Foundation Type V	EA	2.00	\$ 1,000.00	\$ 2,000.00
17	Modify Traffic Signal System	LS	1.00	\$ 4,500.00	\$ 4,500.00
<b>Site 5 Total</b>					<b>\$ 6,500.00</b>
<b>Site 6</b>					
18	F&I Detection In-Ground Loop	EA	3.00	\$ 2,700.00	\$ 8,100.00
19	F&I Signal Cable Loop Lead-in	LF	156.00	\$ 2.00	\$ 312.00
<b>Site 6 Total</b>					<b>\$ 8,412.00</b>
<b>Site 7</b>					
20	F&I Foundation Type V	EA	1.00	\$ 1,000.00	\$ 1,000.00
21	F&I Traffic Signal System	LS	1.00	\$ 22,000.00	\$ 22,000.00

22 F&I Signal Standard Type V 17.5' High	EA	1.00 \$	4,000.00 \$	4,000.00
			<b>Site 7 Total \$</b>	<b>27,000.00</b>
<b>Site 8</b>				
23 F&I Signal Cable AWG 14/2	LF	254.00 \$	2.00 \$	508.00
24 Salvage Signal Cable	LS	1.00 \$	100.00 \$	100.00
			<b>Site 8 Total \$</b>	<b>608.00</b>
<b>Site 9</b>				
25 Remove Feed Point	EA	1.00 \$	500.00 \$	500.00
			<b>Site 9 Total \$</b>	<b>500.00</b>
<b>Site 10</b>				
26 Remove Base	EA	1.00 \$	500.00 \$	500.00
27 F&I Street Light Foundation	EA	1.00 \$	2,000.00 \$	2,000.00
			<b>Site 10 Total \$</b>	<b>2,500.00</b>
<b>Site 11</b>				
28 Relocate Street Light	EA	1.00 \$	500.00 \$	500.00
29 Directional Boring	LF	57.00 \$	30.00 \$	1,710.00
30 Remove Base	EA	1.00 \$	500.00 \$	500.00
31 F&I Conductor #6 USE Cu	LF	171.00 \$	2.20 \$	376.20
32 F&I Innerduct 1.5" Dia	LF	57.00 \$	20.00 \$	1,140.00
33 F&I Pull Box	EA	1.00 \$	2,000.00 \$	2,000.00
34 F&I Street Light Foundation	EA	1.00 \$	1,000.00 \$	1,000.00
			<b>Site 11 Total \$</b>	<b>7,226.20</b>
<b>Site 12</b>				
35 Directional Boring	LF	280.00 \$	8.00 \$	2,240.00
36 F&I Feed Point	EA	1.00 \$	9,000.00 \$	9,000.00
37 Remove Feed Point	EA	3.00 \$	500.00 \$	1,500.00
38 F&I Conductor #6 USE Cu	LF	840.00 \$	2.20 \$	1,848.00
39 F&I Innerduct 1.5" Dia	LF	280.00 \$	3.00 \$	840.00
			<b>Site 12 Total \$</b>	<b>15,428.00</b>
<b>Site 13</b>				
40 Relocate Signal Standard Type IV/Combo	EA	1.00 \$	2,000.00 \$	2,000.00
41 F&I Foundation Type IV/Combo	EA	1.00 \$	6,000.00 \$	6,000.00
42 Remove Foundation Type IV/Combo	EA	1.00 \$	2,000.00 \$	2,000.00
43 F&I Signal Cable AWG 14/2	LF	60.00 \$	2.00 \$	120.00
44 F&I Signal Cable AWG 14/20	LF	50.00 \$	4.00 \$	200.00
45 F&I Conduit 2" Dia	LF	20.00 \$	50.00 \$	1,000.00
46 F&I Pull Box PVC	EA	1.00 \$	2,000.00 \$	2,000.00
			<b>Site 13 Total \$</b>	<b>13,320.00</b>
<b>Site 14</b>				
47 Directional Boring	LF	229.00 \$	10.00 \$	2,290.00
48 F&I Conductor #6 USE Cu	LF	687.00 \$	2.20 \$	1,511.40
49 F&I Innerduct 1.5" Dia	LF	229.00 \$	3.00 \$	687.00
			<b>Site 14 Total \$</b>	<b>4,488.40</b>
<b>Site 15</b>				
50 F&I Conductor #6 USE Cu	LF	450.00 \$	2.20 \$	990.00
51 F&I Innerduct 2" Dia	LF	150.00 \$	3.00 \$	450.00
52 F&I Pull Box	EA	1.00 \$	2,000.00 \$	2,000.00

53 Repair Feed Point	EA	1.00 \$	5,000.00 \$	5,000.00
			<b>Site 15 Total \$</b>	<b>8,440.00</b>
<b>Site 16</b>				
54 Directional Boring	LF	93.00 \$	30.00 \$	2,790.00
55 F&I Conductor #6 USE Cu	LF	279.00 \$	2.20 \$	613.80
56 F&I Innerduct 1.5" Dia	LF	93.00 \$	3.00 \$	279.00
			<b>Site 16 Total \$</b>	<b>3,682.80</b>
<b>Site 17</b>				
57 Directional Boring	LF	356.00 \$	7.00 \$	2,492.00
58 Remove Feed Point	EA	2.00 \$	500.00 \$	1,000.00
59 F&I Conductor #6 USE Cu	LF	1068.00 \$	2.20 \$	2,349.60
60 F&I Innerduct 1.5" Dia	LF	356.00 \$	3.00 \$	1,068.00
			<b>Site 17 Total \$</b>	<b>6,909.60</b>
<b>Site 18</b>				
61 Remove Base	EA	1.00 \$	500.00 \$	500.00
62 F&I Street Light Foundation	EA	1.00 \$	1,000.00 \$	1,000.00
			<b>Site 18 Total \$</b>	<b>1,500.00</b>
<b>Site 19</b>				
63 Relocate Signal Standard Type IV/Combo	EA	1.00 \$	25,000.00 \$	25,000.00
64 F&I Foundation Type IV/Combo	EA	1.00 \$	6,000.00 \$	6,000.00
65 Remove Foundation Type IV/Combo	EA	1.00 \$	3,000.00 \$	3,000.00
66 F&I Signal Cable AWG 14/2	LF	86.00 \$	2.00 \$	172.00
67 F&I Signal Cable AWG 14/20	LF	79.00 \$	4.00 \$	316.00
68 Salvage Signal Cable	LS	1.00 \$	200.00 \$	200.00
69 F&I Conduit 2" Dia	LF	30.00 \$	60.00 \$	1,800.00
70 F&I Pull Box PVC	EA	1.00 \$	2,000.00 \$	2,000.00
			<b>Site 19 Total \$</b>	<b>38,488.00</b>
<b>Site 20</b>				
71 Remove Base	EA	1.00 \$	500.00 \$	500.00
72 F&I Street Light Foundation	EA	1.00 \$	1,000.00 \$	1,000.00
			<b>Site 20 Total \$</b>	<b>1,500.00</b>
<b>Site 21</b>				
73 Repair Feed Point	EA	1.00 \$	600.00 \$	600.00
			<b>Site 21 Total \$</b>	<b>600.00</b>
<b>Site 22</b>				
74 Directional Boring	LF	278.00 \$	8.00 \$	2,224.00
75 F&I Conductor #6 USE Cu	LF	834.00 \$	2.20 \$	1,834.80
76 F&I Innerduct 1.5" Dia	LF	278.00 \$	3.00 \$	834.00
			<b>Site 22 Total \$</b>	<b>4,892.80</b>
<b>Site 23</b>				
77 Remove Base	EA	1.00 \$	500.00 \$	500.00
78 F&I Innerduct 1.5" Dia	LF	10.00 \$	20.00 \$	200.00
79 F&I Street Light Foundation	EA	1.00 \$	1,000.00 \$	1,000.00
			<b>Site 23 Total \$</b>	<b>1,700.00</b>
<b>Site 24</b>				
80 Remove Base	EA	1.00 \$	500.00 \$	500.00
81 F&I Street Light Foundation	EA	1.00 \$	1,000.00 \$	1,000.00
			<b>Site 24 Total \$</b>	<b>1,500.00</b>

82 Remove Base	EA	1.00 \$	500.00 \$	500.00
83 F&I Conductor #6 USE Cu	LF	585.00 \$	2.20 \$	1,287.00
			<b>Site 25 Total \$</b>	<b>1,787.00</b>

**Site 26**

84 Remove Feed Point	EA	3.00 \$	500.00 \$	1,500.00
85 F&I Feed Point	EA	1.00 \$	9,000.00 \$	9,000.00
86 F&I Guard Post	EA	2.00 \$	2,000.00 \$	4,000.00
			<b>Site 26 Total \$</b>	<b>14,500.00</b>

**Site 27**

87 Rem & Repl Traffic Signal LED	EA	1660.00 \$	100.00 \$	166,000.00
			<b>Site 27 Total \$</b>	<b>166,000.00</b>

<b>Total Construction in \$</b>	<b>\$</b>	<b>399,276.80</b>
Engineering	10.00% \$	39,927.68
Legal & Misc	3.00% \$	11,978.30
Contingency	5.00% \$	19,963.84
Administration	4.00% \$	15,971.07
Interest	4.00% \$	15,971.07
<b>Total Estimated Costs \$</b>	<b>\$</b>	<b>503,088.77</b>
Utility Funds - Street Lights - 528	\$	503,088.77
<b>Unfunded Costs \$</b>	<b>\$</b>	<b>-</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 4/27/2022

  
\_\_\_\_\_  
Tom Knakmuhs  
Assistant City Engineer



April 27, 2022

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Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. TN-22-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 27, 2022, for Traffic Signal Improvements, Project No. TN-22-B1, located on Veteran's Boulevard and 37th Avenue South.

The bids were as follows:

Strata Corp.	\$685,512.50
Fargo Electric Construction	\$688,350.00
Parsons Electric	\$719,558.29
Engineer's Estimate	\$616,024.50

The special assessment escrow is not required.

This office recommends award of the contract to Strata Corp. in the amount of \$685,512.50 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # TN-22-B1**

**Traffic Signal Improvements**

Veterans Blvd and 37th Ave S

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Traffic Signal Improvements Project # TN-22-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Traffic Signals</b>					
1	Relocate Pull Box	EA	1.00	\$ 400.00	\$ 400.00
2	F&I Emerg Veh Pre-emption System	EA	1.00	\$ 8,500.00	\$ 8,500.00
3	F&I Signal Standard Combo - 37' MA	EA	1.00	\$ 20,100.00	\$ 20,100.00
4	F&I Signal Standard Combo - 40' MA	EA	1.00	\$ 28,000.00	\$ 28,000.00
5	F&I Signal Standard Combo - 52' MA	EA	1.00	\$ 35,275.00	\$ 35,275.00
6	F&I Detection - Video System	EA	1.00	\$ 47,000.00	\$ 47,000.00
7	F&I Equipment Cabinet & Controller	EA	1.00	\$ 48,000.00	\$ 48,000.00
8	F&I Equipment Battery Backup System	EA	1.00	\$ 10,500.00	\$ 10,500.00
9	F&I Foundation Controller	EA	1.00	\$ 800.00	\$ 800.00
10	F&I Foundation Type IV/Combo	EA	4.00	\$ 4,500.00	\$ 18,000.00
11	F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	1.00	\$ 650.00	\$ 650.00
12	F&I Head 3 Sect w/12" LED MA Mtd	EA	6.00	\$ 900.00	\$ 5,400.00
13	F&I Head 3 Sect w/12" LED Post Mtd	EA	4.00	\$ 1,250.00	\$ 5,000.00
14	F&I Head 4 Sect w/12" LED MA Mtd	EA	4.00	\$ 1,600.00	\$ 6,400.00
15	F&I Head 4 Sect w/12" LED Post Mtd	EA	4.00	\$ 1,500.00	\$ 6,000.00
16	F&I Signal Cable AWG 14/2	LF	1670.00	\$ 0.75	\$ 1,252.50
17	F&I Signal Cable AWG 14/20	LF	780.00	\$ 8.00	\$ 6,240.00
18	F&I Signal Cable 3M Opticom	LF	136.00	\$ 8.50	\$ 1,156.00
19	F&I Signal Cable CAT 6	LF	150.00	\$ 3.50	\$ 525.00
20	F&I Signal Cable #6 RHW	LF	84.00	\$ 3.00	\$ 252.00
21	F&I Fiber Optic Terminations & Equip	LS	1.00	\$ 4,500.00	\$ 4,500.00
22	F&I Conduit 1.5" Dia	LF	67.00	\$ 7.00	\$ 469.00
23	F&I Conduit 2" Dia	LF	87.00	\$ 12.00	\$ 1,044.00
24	F&I Conduit 4" Dia	LF	60.00	\$ 25.00	\$ 1,500.00
25	F&I Ped Push Button & Sign	EA	8.00	\$ 1,250.00	\$ 10,000.00
26	F&I Ped Push Button Post	EA	8.00	\$ 1,065.00	\$ 8,520.00
27	F&I Ped Push Button System - Audible	EA	1.00	\$ 6,500.00	\$ 6,500.00
28	Remove Pull Box PVC	EA	2.00	\$ 250.00	\$ 500.00
29	F&I Traffic Signal Feed Point	EA	1.00	\$ 7,500.00	\$ 7,500.00
30	F&I Signal Standard Combo - 54' MA	EA	1.00	\$ 44,300.00	\$ 44,300.00
<b>Traffic Signals Total</b>					<b>\$ 334,283.50</b>
<b>Paving</b>					
31	Remove Sidewalk 4" Thick Conc	SY	164.00	\$ 32.00	\$ 5,248.00
32	Remove Sidewalk 6" Thick Conc	SY	119.00	\$ 34.00	\$ 4,046.00

33 Rem & Repl Pavement 10" Thick Doweled Conc	SY	419.00	\$	230.00	\$	96,370.00
34 Remove Pavement All Thicknesses All Types	SY	702.00	\$	42.00	\$	29,484.00
35 Remove Curb & Gutter	LF	730.00	\$	15.50	\$	11,315.00
36 F&I Sidewalk 4" Thick Reinf Conc	SY	71.00	\$	100.00	\$	7,100.00
37 F&I Sidewalk 6" Thick Reinf Conc	SY	119.00	\$	125.00	\$	14,875.00
38 F&I Det Warn Panels Cast Iron	SF	118.00	\$	57.00	\$	6,726.00
39 F&I Impressioned 6" Thick Reinf Conc	SY	200.00	\$	155.00	\$	31,000.00
40 F&I Curb & Gutter Standard (Type II)	LF	602.00	\$	65.00	\$	39,130.00
41 F&I Median Nose Conc	SY	6.00	\$	220.00	\$	1,320.00
<b>Paving Total</b>					\$	246,614.00

**Pavement Marking**

42 Obliterate Pavement Markings	SF	100.00	\$	7.70	\$	770.00
43 F&I Grooved Plastic Film 8" Wide	LF	840.00	\$	15.00	\$	12,600.00
44 F&I Grooved Plastic Film 16" Wide	LF	154.00	\$	28.00	\$	4,312.00
45 F&I Grooved Plastic Film 24" Wide	LF	506.00	\$	45.00	\$	22,770.00
46 F&I Contrast Tape Messages	SF	74.00	\$	55.00	\$	4,070.00
<b>Pavement Marking Total</b>					\$	44,522.00

**Street Lights**

47 F&I Conductor #6 USE Cu	LF	200.00	\$	5.00	\$	1,000.00
48 F&I Innerduct 2" Dia	LF	100.00	\$	12.00	\$	1,200.00
49 F&I Luminaire Type A	EA	4.00	\$	3,000.00	\$	12,000.00
<b>Street Lights Total</b>					\$	14,200.00

**Miscellaneous**

50 Temp Fence - Safety	LF	90.00	\$	7.70	\$	693.00
51 Traffic Control - Type 2	LS	1.00	\$	40,000.00	\$	40,000.00
52 Seeding Type C	SY	40.00	\$	50.00	\$	2,000.00
53 Mulching Type 1 Hydro	SY	40.00	\$	50.00	\$	2,000.00
54 Inlet Protection - Existing Inlet	EA	4.00	\$	300.00	\$	1,200.00
<b>Miscellaneous Total</b>					\$	45,893.00

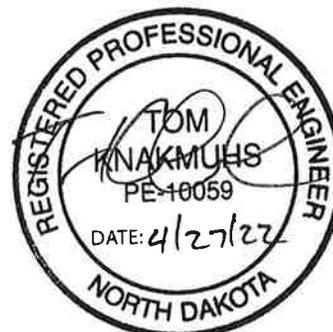
**Total Construction in \$ \$ 685,512.50**

Engineering	10.00%	\$	68,551.25
Legal & Misc	3.00%	\$	20,565.38
Contingency	5.00%	\$	34,275.63
Administration	4.00%	\$	27,420.50
Interest	4.00%	\$	27,420.50
<b>Total Estimated Costs</b>		\$	<b>863,745.75</b>
City of West Fargo Funds		\$	431,872.88
Utility Funds - Street Lights - 528		\$	431,872.87
<b>Unfunded Costs</b>		\$	<b>-</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 4/27/2022

  
 \_\_\_\_\_  
 Tom Knakmuhs  
 Assistant City Engineer



April 13, 2022

18c

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. TP-21-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 13, 2022, for Fargo Project – North Pond, Project No. TP-21-B1, located at 4302 17<sup>th</sup> Avenue South Storm Water Detention Pond.

The bids were as follows:

GreenEarth Landscaping LLC	\$69,810.00
S & S Landscaping Co., Inc.	\$71,703.85
MNL Inc.	\$80,517.20
Pro Landscapers LLC	\$99,303.50
Engineer's Estimate	\$80,446.25

The special assessment escrow is not required.

This office recommends award of the contract to GreenEarth Landscaping LLC in the amount of \$69,810.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Assistant City Engineer

TAK/klo

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # TP-21-B1**

**Fargo Project - North Pond**

4302 17 Ave S RRHS Storm water Detention Pond

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Fargo Project - North Pond Project # TP-21-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Fargo Pond Features</b>					
1	F&I Landscaping	LS	1.00	\$ 40,542.00	\$ 40,542.00
<b>Fargo Pond Features Total</b>					<b>\$ 40,542.00</b>
<b>RRHS Pond Features</b>					
2	Traffic Control - Type 1	LS	1.00	\$ 2,100.00	\$ 2,100.00
3	Sediment Control Log 6" to 8" Dia	LF	60.00	\$ 2.50	\$ 150.00
4	Inlet Protection - Existing Inlet	EA	1.00	\$ 185.00	\$ 185.00
5	Temp Construction Entrance	EA	1.00	\$ 2,550.00	\$ 2,550.00
6	Seeding Type A	SY	3835.00	\$ 1.10	\$ 4,218.50
7	F&I Decid Tree 1.5" Dia	EA	27.00	\$ 455.00	\$ 12,285.00
8	F&I Decid Tree 2" Dia	EA	5.00	\$ 675.00	\$ 3,375.00
9	F&I Plant - Perennial Type 1	EA	766.00	\$ 5.75	\$ 4,404.50
<b>RRHS Pond Features Total</b>					<b>\$ 29,268.00</b>
<b>Total Construction in \$</b>					<b>\$ 69,810.00</b>
				Contingency 5.00%	\$ 3,490.50
<b>Total Estimated Costs</b>					<b>\$ 73,300.50</b>
City Share Special Improvements - 202					\$ 42,569.10
Other Source (RRHS)					\$ 30,731.40
<b>Unfunded Costs</b>					<b>\$ -</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 4/13/2022



Tom Knakmuhs  
 Assistant City Engineer





April 27, 2022

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Commissioners:

FARGODOME requests your approval of the designation of sole-source provider for replacement purchases through several existing vendors for a three-year period (2022-2025). The vendors and products listed were bid and vetted during the initial inventory acquisition. We currently own several hundred thousand dollars of these vendor-specific products. As we have nearly annual occasion to replace/increase a portion of these inventories due to damage, wear and tear, or additional building needs, it is most efficient to replace with the same brands due to compatibility with existing inventory (uniform "look", efficiencies with storage), and our staff's familiarity with the product. Purchases will be made as per our annual approved budgets. In the unlikely event that we replace our entire inventory of any of these products during this three-year timeframe, we will bid the items as per the Purchasing Policy.

Tables	MityLite, Inc.
Arena Floor Chairs (blue folding)	Clarín/Hussey Seating
Stage Decking/Stair Units	Stageright Corp.
Mobile Radios	Mobile Communications America
Sound System Equipment	AVI Systems
Security Cameras	Electronic Communications
Wireless Com System	NFLx

At their meeting on Monday, April 25, 2022, the City of Fargo Finance Committee unanimously approved this sole source provider request.

Requested Motion: To approve the designation of Sole Source Provider for a period of three-years for replacement components of existing inventories to the above listed companies.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

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**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** STEVE SPRAGUE, INTERIM DIRECTOR OF FINANCE SS

**RE:** STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

**DATE:** April 21, 2022

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

**Suggested Motion:**

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$5,062,879.53.

April 21, 2022

Andrea J. Travnicek, PHD.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Andrea,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #124 pursuant to the terms and conditions of House Bill 1020 for costs incurred from March 1, 2022 - March 31, 2022 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$5,062,879.53

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 354,500,000.00	\$ 339,949,199.84	\$ 10,125,759.05	50%	\$ 5,062,879.53	\$ 9,487,920.64

Project Narrative, this request:

Project Number	Project Description
V01701	Land purchase & relocation assistance for homeowners living in areas of the diversion project.
V01704	Environmental Monitoring Easement
V04804	Drain 27 – Relocate Fiber
V06002	Pay App #10 – DH8 Ring Levee Wetland Mitigation
V07802	Utility Relocation

Engineering, Legal, and Admin Expense Summary, this request:

Expense Type	Amount
Engineering Services	825,011.75
Construction Management	1,158,782.94
Legal Services	298,944.05
Financial Advisor	8,665.90
Appraisal Services	275,600.00
Consulting Services	42,750.00
Property Holding Costs	1,062.04
Quality Testing	6,577.25
Trustee Fees	16,480.00
<b>Total Eligible Expense</b>	<b>2,633,873.93</b>

We certify that \$101,279,533 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,



Steve Sprague  
Interim Director of Finance, City of Fargo  
Metro Flood Diversion Authority

**Required Local Approvals:**

\_\_\_\_\_  
City of Fargo

\_\_\_\_\_  
Cass County Commission

\_\_\_\_\_  
Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project  
 Summary of Monthly Expense  
 Period 15, 2021

Account_Number	CheckDate	Invoice_Number	Check_Number	Vendor_Number	Vendor_Name	Transaction_Amount	Expense_Description	Project_Number	Project_Description
790-7915-429.33-05	3/10/2022	2215	318178	21007	HOUSTON-MOORE GROUP LLC	82,499.03	DIVERSION PROJECT	V01634	H&H MITTIG. & PERMIT SUPPO
790-7915-429.33-05	3/10/2022	2217	318178	21007	HOUSTON-MOORE GROUP LLC	48,875.78	DIVERSION PROJECT	V01634	H&H MITTIG. & PERMIT SUPPO
790-7930-429.33-05	3/10/2022	2215	318178	21007	HOUSTON-MOORE GROUP LLC	40,925.02	DIVERSION PROJECT	V01634	H&H MITTIG. & PERMIT SUPPO
790-7930-429.33-05	3/10/2022	2215	318178	21007	HOUSTON-MOORE GROUP LLC	28,433.34	DIVERSION PROJECT	V01634	H&H MITTIG. & PERMIT SUPPO
790-7920-429.33-05	3/10/2022	2215	318178	21007	HOUSTON-MOORE GROUP LLC	24,194.75	DIVERSION PROJECT	V01634	H&H MITTIG. & PERMIT SUPPO
790-7920-429.33-05	3/10/2022	2217	318178	21007	HOUSTON-MOORE GROUP LLC	23,281.00	DIVERSION PROJECT	V01634	H&H MITTIG. & PERMIT SUPPO
					<b>Total Engineering</b>	<b>248,208.92</b>			
790-7915-429.33-25	3/31/2022	REQ.#1	318600	9242	CASS RURAL WATER USERS DIST	49,153.28	REIMB LEGAL FEES	V05005	CASS RURAL WATER US MOU
790-7915-429.33-25	3/31/2022	REQ.#1	318600	9242	CASS RURAL WATER USERS DIST	12,240.00	REIMB ADMIN FEES	V05005	CASS RURAL WATER US MOU
790-7910-429.33-25	3/15/2022	WP15210004-9945	WP15210004	16770	CITY OF FARGO-AUDITORS OFFICE	106,150.94	12.31.22 AP-PCARD	V00102	General & Admin. WIK
790-7990-429.33-25	3/15/2022	WP15210004-9945	WP15210004	16770	CITY OF FARGO-AUDITORS OFFICE	20,532.50	12.31.22 AP-PCARD	V00102	General & Admin. WIK
790-7990-429.33-25	3/31/2022	404784	318608	4029	CLAY COUNTY AUDITOR	102.00	ALL-AMERICAN PLUMBING	V02301	MIN LAND PURCHASES
					<b>Total Legal Services</b>	<b>188,178.72</b>			
790-7930-429.33-32	3/24/2022	4735	318463	19899	CROWN APPRAISALS INC	249,000.00	FLOWAGE EASEMENT STUDY	V05102	FLOWAGE EASEMENT-PHASE 2
					<b>Total Appraisal Services</b>	<b>249,000.00</b>			
790-7950-429.73-70	3/24/2022	20220310	318464	23514	DAKOTA CARRIER NETWORK	579,824.72	UTILITY RELOCATION	V07802	UTILITY RELOCATION
					<b>Total Utilities</b>	<b>579,824.72</b>			
					<b>Total Eligible Expense - Period 15</b>	<b>1,265,212.36</b>			

FM Metropolitan Area Flood Risk Management Project  
Summary of Monthly Expense  
March 2022

Account Number	Check Date	Invoice Number	Check Number	Vendor Number	Vendor Name	Transaction Amount	Expense Description	Project No	Project Description
790-7915-429-33-05	3/10/2022	28555	318278	19734	CASS COUNTY JOINT WATER RESOURCE DI	240.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	88,522.52	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	48,433.75	DIVERSION PROJECT	V01633	H&M MITTG. & PERMIT SUPPO
790-7915-429-33-05	3/10/2022	2219	318178	21007	HOUSTON-MOORE GROUP LLC	35,713.07	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	3/10/2022	116380	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,618.50	DIVERSION PROJECT	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	46294	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,143.75	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	1200402741	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	7,879.56	PROSOUCE TECHNOLOGIES	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	1378300-20	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	46,289.40	HDR ENGINEERING INC	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	37,894.85	SRF CONSULTING GROUP	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	2219	318178	21007	HOUSTON-MOORE GROUP LLC	2,079.00	DIVERSION PROJECT	V01201	Cass Joint Water ROE
790-7915-429-33-05	3/10/2022	79423	318441	11604	ADVANCED ENGINEERING INC	28,785.91	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	189,070.20	DIVERSION PROJECT	V0302	PROGRAM MGMT SERVICES
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	18,081.06	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	11,022.01	DIVERSION PROJECT	V0287	IN TOWN LEVY MAINTENANCE
790-7915-429-33-05	3/10/2022	2218	318178	21007	HOUSTON-MOORE GROUP LLC	23,347.50	DIVERSION PROJECT	V01633	DESIGN & CONST. SUPPORT
790-7915-429-33-05	3/17/2022	8285375	318307	165	BRAUN INTERTEC CORP	5,577.25	MATERIAL TESTING	V00402	TESTING - WP-43 & WP-28A
790-7915-429-33-25	4/5/2022	0278-03/14/22	920	17842	P CARD BMO	69,739.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7915-429-33-25	3/15/2022	WP15210004-1914	WP15210004	16770	CITY OF FARGO-AUDITORS OFFICE	(106,150.94)	REV 12.31.21 AP-PCARD	V00102	General & Admin. WIK
790-7915-429-33-25	3/10/2022	179900	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	13,609.91	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179901	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,050.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179902	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	562.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179903	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,064.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179904	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,940.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179905	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	995.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179906	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	37,028.75	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179907	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,851.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179908	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	859.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179909	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	50.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179910	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,546.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	179911	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,298.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180103	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	420.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180104	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,350.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180105	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	900.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180106	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,710.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180107	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,618.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180108	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	5,830.99	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180110	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,493.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180111	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,350.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180112	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	750.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180113	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	13,313.59	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180114	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	663.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180115	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	840.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180116	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,122.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180117	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,503.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180119	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	10,767.55	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180120	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,500.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	180121	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	60.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798425	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,498.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798426	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	2,101.98	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798427	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	316.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798428	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	79.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798429	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,515.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798430	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,501.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798431	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	1,145.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798432	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	671.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798433	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	908.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7915-429-33-25	3/10/2022	798434	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	25,189.50	OHNSTAD TWICHELL PC	V01201	Cass Joint Water ROE
790-7915-429-33-25	4/5/2022	0278-03/14/22	920	17842	P CARD BMO	(20,532.50)	REV 12.31.21 AP-PCARD	V00102	General & Admin. WIK
790-7915-429-33-25	3/15/2022	WP15210004-1914	WP15210004	16770	CITY OF FARGO-AUDITORS OFFICE	(102,000)	REV 12.31.21 AP-PCARD	V00102	General & Admin. WIK
790-7915-429-33-25	3/15/2022	WP15210004-1914	WP15210004	16770	CITY OF FARGO-AUDITORS OFFICE	110,765.33		V00102	General & Admin. LERRDS
790-7915-429-33-32	3/10/2022	21031-2	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	9,000.00	COMPASS LAND CONSULTANTS	V01201	Cass Joint Water ROE
790-7915-429-33-32	3/10/2022	211-5	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	TINDUM APPRAISAL COMPANY	V01201	Cass Joint Water ROE
790-7915-429-33-32	3/10/2022	50-2109 233	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	3,600.00	GEB APPRAISALS	V01201	Cass Joint Water ROE
790-7915-429-33-32	3/10/2022	21923-Y	318128	19734	CASS COUNTY JOINT WATER RESOURCE DI	8,000.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7915-429-33-47	3/10/2022		318224	24991	PROGRAM ADVISOR SERVICES, LLC	42,750.00	PROGRAM CONSULTING SERVIC	V05801	CONSULTING SERVICES
					Total Consulting Services	42,750.00			

FM Metropolitan Area Flood Risk Management Project  
Summary of Monthly Expense  
March 2022.

Account	Period	Amount	Description	Account	Period	Amount	Description
790-7930-429 33-79	3/3/2022	29085	16980 OXBOW, CITY OF	318059			
790-7930-429 33-79	3/17/2022	688414CH043	20663 CR2M HILL ENGINEERS INC	318116			
790-7930-429 33-79	3/17/2022	688414CH043	20663 CR2M HILL ENGINEERS INC	318316			
790-7930-429 33-79	3/17/2022	688414CH043	20663 CR2M HILL ENGINEERS INC	318316			
790-7930-429 34-55	3/3/2022	10590400001545	23046 ERNST & YOUNG INFRASTRUCTURE	318004			
790-7930-429 34-57	3/30/2022	0007139-2336	Total Financial Advisor	7139			
790-7930-429 34-65	3/10/2022	01N-413-858	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-189	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-8597	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-8597	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-8747-9114	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-9081	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-9081	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 34-65	3/10/2022	01N-9330	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 52-10	3/10/2022	1749471	Total Right of Entry	318128			
790-7930-429 62-51	3/10/2022	1108711	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 62-51	3/10/2022	1122560	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 62-51	3/10/2022	1132169	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 62-51	3/10/2022	1135809	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 67-11	3/10/2022	01N-1101	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 67-11	3/10/2022	01N-731	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 67-11	3/10/2022	01N-9383	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 67-11	3/10/2022	01N-924	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 67-12	3/10/2022	01N-220	Total Relocation Assistance Residential	318128			
790-7930-429 71-30	3/10/2022	01N-1089	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 71-30	3/10/2022	01N-213	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 71-30	3/10/2022	01N-214	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 71-30	3/10/2022	01N-25	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 71-30	3/10/2022	01N-844	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7930-429 71-30	3/10/2022	01N-843	19734 CASS COUNTY JOINT WATER RESOURCE DI	318128			
790-7952-429 73-52	3/17/2022	PAY #10	Total Land Purchases	318359			
790-7950-429 73-70	3/9/2022	A497208	827 INDUSTRIAL BUILDERS INC	317992			

Total Expense for Period - March 2022

8,860,546.69

1,931.70 REIMB MOORE ENG EXPENSE  
537,500.99 P3 SUPPORT  
584,576.09 PROGRAM MGMT & SERVICES  
34,774.16 PROPERTY ACQUISITION MGMT  
1,158,782.94

8,665.90 FINANCIAL ADVISORY SVCS  
8,665.90  
16,480.00 BND TRUSTEE FEE- 3/2022

3,522.00 LARRY BARKO  
1,790.00 CLAYTON REIGER  
875.00 CAROL SHERIDAN  
875.00 MYRON INLAND  
3,674.00 TOM & MICHELLE NELSON  
583.33 MONICA STACK  
583.34 JEANNE JOHNSON HILDEBRAN  
583.33 CRAIG JOHNSON  
2,150.00 RONALD STENSGARD  
14,596.00

588.00 MARCH MCLENNAN AGENCY  
46.45 CASS COUNTY ELECTRIC CO  
295.45 CASS COUNTY ELECTRIC COOP  
36.65 CASS COUNTY ELECTRIC CO  
95.49 CASS COUNTY ELECTRIC COOP  
1,062.04

20,121.51 WALTER RASMUSSEN  
39,307.02 TOM & CHRIS WOODGALL  
18,690.00 MARY JANE HANSON  
282,527.00 JEREMY & NICHOLE HOLCK  
15,738.11 Heiden Family LLP  
376,383.64

25,052.89 PRAIRIE SCALE SYSTEMS INC  
25,052.89

646,140.00 Cecilia Kwande  
3,467,879.00 Vivian Bailly  
772,140.00 Vivian Bailly  
241,950.00 Kelly Hosen  
420,165.00 Matthew Mahr  
899,956.43 Brei  
6,448,230.43

14,490.00 OHB WETLAND MITIGATION  
14,490.00

33,307.44 RELOCATE FIBER DRAIN 27  
33,307.44

8,860,546.69

V02421 OXBOW MOU-MOORE PROJ MGMT  
V02012 P3 PROCUREMENT SUPPORT  
V00011 CR2M HILL-6/2019-3/2021  
V00210 CR2M HILL-LAND ACQUISITION

V03301 PPP FINANCIAL ADVISORY SVCS  
V08502 MONTHLY TRUSTEE FEE

V01704 ND LAND - BIOTIC GEO MORP  
V01704 ND LAND - BIOTIC GEO MORP

V01701 ND LAND PURCH-OUT OF TOWN  
V01701 ND LAND PURCH-OUT OF TOWN

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V01701 ND LAND PURCH-OUT OF TOWN  
V01701 ND LAND PURCH-OUT OF TOWN

V06002 WP43G-OHB WETLAND MITIGTN

V04804 LOWER TOLL FIBER LINE #27

# CITY OF Fargo Fire Department

MEMORANDUM

21

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: APRIL 26, 2022**

**SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DES**

The North Dakota Department of Emergency Services (NDDDES) – Division of Homeland Security has approved a grant application for the FY 2020 - 2021 Hazardous Materials Emergency Preparedness (HMEP) funds in the amount of \$39,020.45. The funding will purchase laptops for hazardous materials training in stations and will allow for hazardous materials team members to attend a Haz Mat Training conference in 2022 and 2023. The grant requires a match that will be met through in-kind and some approved budget funds.

**RECOMMENDED MOTION:** Approve the Fire Department budget adjustment to account 101-4045-412.61-41 and contract with the North Dakota Division of Homeland Security for grant funding in the amount of \$39,020.45 for the purchase of laptop computers and training. (CFDA #20.703)

SD/LS

Enclosure

Cc: Steve Sprague

NORTH  
**Dakota** | Emergency Services  
Be Legendary.™

March 23, 2022

Mr. Steve Dirksen  
Fargo Fire Department  
637 NP Ave  
Fargo, ND 58102

Dear Mr. Dirksen:

Your request for federal fiscal year 2020-2021 Hazardous Materials Emergency Preparedness (HMEP) funds has been approved for \$39,020.45. The project must be complete by September 29, 2023.

The HMEP funds can only be used to provide direct match funding as laid out in the Notice of Grant Award and in your grant application. HMEP funds must be matched on a 80-20 basis (cash or in-kind) with non-federal resources. In-kind funds must be verifiable. To receive reimbursement, documentation verifying in-kind expenses must be provided when submitting a reimbursement request.

Before you begin your project or expend any of the Federal funds, you must establish acceptance of the award. By accepting this award, you acknowledge that the following documents and software are incorporated into the terms and conditions of your award:

- Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs (<https://grants.des.nd.gov/site/HSGP.cfm>)
- Notice of Grant Award
- FY 2020-2021 HMEP Grant Guidance
- Environmental and Historic Preservation (EHP), if applicable
- DES Grants Software Program

Please make sure you read and understand the terms of the award.

In order to establish acceptance of the award and its terms and conditions complete the following steps **within 10 days** from the date of this letter:

Step 1: Sign the Notice of Grant Award

Step 2: Scan the Notice of Grant Award

Step 3: Upload the documents into the DES Grants software to your project page. (See directions below.)

Step 4: Upload your jurisdictions/agencies written procurement policy.

Once you have uploaded the signed and initialed documents, you may begin the project. Any changes to the project scope or changes to the approved cost line items must be pre-approved by NDDDES. Failure to request and receive permission to make changes may result in loss of funds. Requests must be submitted through the online DES Grants software program. If approved, approval will be provided through the NDDDES Grants software program.



Doug  
Burgum  
GOVERNOR

Major General  
Alan S. Dohrmann  
DIRECTOR - DEPARTMENT  
OF EMERGENCY SERVICES

Darin  
Hanson  
DIRECTOR - DIVISION  
OF HOMELAND  
SECURITY

Daniel  
Donlin  
DIRECTOR - DIVISION  
OF STATE RADIO

*Ensuring a safe and secure homeland for all North Dakotans*

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 <b>NOTICE OF GRANT AWARD</b>		<b>ND DHS Director:</b> Darin Hanson PO Box 5511 Bismarck, ND 58506-5511 <b>Recipient Contact Name:</b> Debbie LaCombe Telephone: 328-8100	
<b>Title of Grant Program:</b> FY 2020-2021 Hazardous Materials Emergency Preparedness (HMEP) Training Grant			
<b>Federal Award Identification Number:</b> 693JK31940043HMEP		<b>Federal Award Date:</b> July 23, 2020	
<b>CFDA No.</b> 20.703 HMEP Grant		<b>Federal Award to NDDDES:</b>	

<b>Subrecipient Name and Address:</b> Fargo Fire Department 637 NP Ave Fargo, ND 58102 <b>Subrecipient Contact Name:</b> Mr. Steve Dirksen Telephone: 701-241-1540 Subrecipient DUNS Number: 070265871	<b>Grant Number</b> 13	<b>County/Tribe</b> Cass	
	<b>Performance Period</b> From: March 23, 2022		Through: September 29, 2023

Financial Information	Grant Amount	Subrecipient Cost Share	Total Project Cost
Amount of Financial Assistance	\$39,020.45	\$9,755.11	\$48,775.56

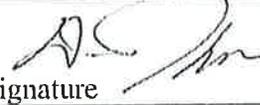
All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

**Scope of Service:** This grant award is being awarded to the Fargo Fire Department for Hazardous Materials Operational or Technical Level Training, Exercise and Planning

**Reporting Requirements:** Quarterly Reports for this project will be completed in the grants software on a quarterly basis. The website is <https://grants.des.nd.gov>  
 Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

**Special Conditions:**  
 This award is subject to the terms and conditions incorporated either directly or by reference in the following:  
 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found on the bottom of the page at <https://grants.des.nd.gov/site/HSGP.cfm>  
 2) Applicable Federal and State laws and regulations  
 3) General Terms and Conditions

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		Evidence of DES Approval	
Signature 	Date 4/21/2022	Signature 	Date: 3/23/2022
Typed Name and Title of Authorized Representative Steven J. Dirksen		Typed Name and Title of Authorized Representative Darin Hanson Director	

# CITY OF Fargo Fire Department

MEMORANDUM

22

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: APRIL 28, 2022**

**SUBJECT: ARCHITECTURE CONTRACT FOR FIRE STATION 2 and STATION 8 PROJECTS**

At the April 18, 2022 Commission Meeting the Fargo City Commission approved authorizing the sale of bonds for the construction of Fire Station 8 and an addition to Fire Station 2. An RFQ for architectural services was advertised.

Following the advertisement period, proposals from EAPC, Short Elliot Hendrickson, Inc., Michael J Burns Architects, LTD., and Stone Group Architecture were received. The review committee reviewed the proposals and conducted interviews. Based on the criteria set forth in the RFQ, the review committee recommends selecting EAPC for the projects.

The Architect will develop schematic design documents, bidding documents, and provide administration of the project between the City and the Contractor.

**RECOMMENDED MOTION:** To approve the selection of EAPC for the Fire Station 2 and Fire Station 8 projects and direct the staff to complete a contract with EAPC for completion of the project.

<b>Fire Stations 2 &amp; 8 Architect Scoring</b>						
			<b>SEH</b>	<b>EAPC</b>	<b>MBA</b>	<b>SGA</b>
<b>Understanding Scope of Work (40%)</b>			34.00%	34.67%	34.00%	18.00%
	Documented Knowledge and Application of Standards		27	28	26	13
	Documented understanding of International Building Code		24	24	25	14
<b>Previous Experience with Public Facilities (25%)</b>			21.46%	21.67%	20.63%	15.00%
	References		26	28	24	17
	KSA's of personnel		26	26	28	17
	Existing workload		24	23	23	21
	Document budgets, estimates, schedules		27	27	24	17
<b>Cost of Services (20%)</b>			15.00%	15.00%	14.00%	3.33%
**	Hourly Rates		20	21	21	5
**	Not to exceed number		25	24	21	5
<b>Presentation quality and Q &amp; A (15%)</b>			13.00%	14.00%	12.00%	7.00%
<b>Total Score</b>			83.46%	85.33%	80.63%	43%

Please use the scale below when rating each proposal

High	5	All points addressed and relevant
Above Average	4	Relevant information. All or most points covered.
Average	3	Some points covered. Relevant information given.
Below Average	2	Some points covered. Not all relevant.
Low	1	A few points covered. Most information missing.
Reject	0	No information found or completely irrelevant.

\* At this point you will not be able to rate the Q&A. Wait till formal interview and presentation.

\*\* If cost estimates are not evident in the proposal note it but allow for follow-up during presentation.



23

**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** GRANT LARSON *GL*  
DIRECTOR OF ENVIRONMENTAL HEALTH  
FARGO CASS PUBLIC HEALTH

**DATE:** APRIL 28, 2022

**RE:** MOWING COF RFP22049

The Environmental Health Division of Fargo Cass Public Health request approval to award Valley Green Associates as the contractor to provide mowing services associated with the City of Fargo RFP22049.

If you have any questions please contact me directly at 701.241.1388.

**Suggested Motion:** Move to receive and approve Valley Green Associates as the mowing contractor for COF RFP22049.

GL  
Enclosure



Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in performing mowing of tall grass and weeds in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original proposal to the following Address:

**City of Fargo Auditors Office  
RFP Mowing of Tall Grass & Weeds  
Code Enforcement  
225 4th Street N  
Fargo, ND 58102**

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

**Proposal Due Date and Time**

**April 8, 2022, 2:00 p.m.**

Proposals received after the above cited date and time will not be considered.

- Please make sure the envelope or package is marked:  
**"MOWING OF TALL GRASS AND WEEDS RFP"**  
***Code Enforcement***
- Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.

Thank you for your interest.

**I. PURPOSE OF PROPOSAL**

The City of Fargo is seeking contractors to work with Fargo Cass Public Health to mow properties with tall grass and/or weeds that have been inspected by Environmental Health Department and found to be in violation of City Ordinance 11-0805 "Control of noxious or other weeds and tall grass".

**II. PROPOSAL TERMS:**

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be because it is deemed the most advantageous regarding price, quality of service, contractors' qualifications, and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is selected.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligations of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. If RFP revisions are made, the deadline for submission of proposals may be adjusted. To be eligible for consideration, the original and amended proposal must be delivered to the City of Fargo Auditors Office on or before the date and time specified.

The fees listed in the bidder's proposal will not be subject to any price increase from the time the proposal is submitted through the end date of the contract.

**III. PROPOSAL SPECIFICATIONS**

The proposal should include all of the following information:

- A. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. At least two (2) current references of former agreements covering similar services listed in the proposal. Include company name, contact name, and phone number.
- C. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

#### IV. SCOPE OF SERVICES

This RFP is for mowing of tall weeds and/or grass on properties that have been found to be non-compliant with City Ordinance 11-0805 "Control of noxious or other weeds and grass". The term of this contract shall run from May 1, 2022 through November 15, 2024. The contractor will be required to perform the mowing of tall grass and/or weeds as set forth in this section.

##### A. Mowing Services

1. Light Duty Mowing – Mowing that can be accomplished with the use of a walk behind lawnmower, push lawnmower, or a riding lawnmower as well as a string/plastic blade weed trimmer.
2. Heavy Duty Mowing – Mowing that must be accomplished with the use of a tractor mounted rotary mower and a saw blade weed trimmer.
3. Trimming – Trimming of vegetation around objects located on designated properties in order to eliminate tall grass and/or weeds that is not accessible by a lawnmower.
4. Work Order – Contractors will follow specific instructions on the work order which will detail what needs to be mowed or addressed on a specific property. Please note, no grass and/or weeds shall be left on any public sidewalk or blown onto city streets.
5. Timeframe - Contractors will be required to complete the mowing of the tall grass and/or weeds within **48 hours** following notification from Environmental Health Department staff, weather permitting.
6. Photographs - Contractors will be required to submit electronic photographs **before and after** conducting the work completed in accordance with a work order. Photographs should include clear views of the tall grass and/or weeds on the property as well as the house number on the residence. Photographs will be submitted with contractor's bill to the city and will be used to verify the scope of services performed. If the appropriate photographs are not submitted, the city has the right to **refuse payments** for services associated with said property.
7. Obstructions - Contractors will not be responsible for mowing areas on the property that are obstructed and unable to be mowed. Contractors will, however, make a reasonable effort to mow/weed whip between and around such obstructions.
8. Safety - All mowing services will be conducted in a safe manner, with care given to the safety of the general public.

**B. Equipment Requirements**

Contractors will provide the necessary equipment to accomplish the details for each work order. Equipment must be of sufficient type, capacity, and quantity to safely and efficiently perform the mowing services as specified.

**C. Hours/Conditions of operation**

All mowing operations shall be legally performed between the time of sunrise and sunset and shall not be performed if tall grass and/or weeds are too wet to cut evenly.

**D. Property Damage**

Contractors will notify, in writing, the Director of Environmental Health of any property damage that occurs as a result of mowing or trimming services. Notification will occur within 48 hours of the contractor becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of mowing or trimming services. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Environmental Health Department, any damaged property in a timely manner.

**V. STANDARD PROVISIONS FOR CONTRACTS**

**A. Reporting of Contractor**

The contractor will work closely with the Environmental Health Division in order to insure timely and satisfactory work progress.

All reports, estimates, memoranda, and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by the city.

The city reserves the right to inspect the contractor's activities at any time during the term of this contract.

**B. Personnel**

The contractor will provide the required services personally and **will not** subcontract or assign services without the city's written approval.

The contractor will not hire any city employee for any of the required services without the city's written approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the city in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

D. Insurance Requirements

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the city.

J. Assigns & Successors

This contract is binding on the city and the contractor, their successors and assigns. Neither the city nor the contractor will assign or transfer its interest in this contract without the written consent of the other.

K. Termination of Contract

Termination without cause. Either party may terminate the contract by giving ten (10) days written notice to the other party.

L. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

## VI. TERMS AND CONDITIONS

### A. Award

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors' qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; the city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed best to meet the city's specification and needs.

### B. Term of Contract

The initial term of this contract shall be for two (2) years commencing on May 1, 2022 and expiring November 15, 2024. The term of this agreement may be extended for a one-year period for a maximum of two (2) additional years, if approved and accepted, in writing, by both the contractor and the city prior to October 31<sup>st</sup> of the final contract year.

Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the city to exercise an additional year. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than April 15th of the appropriate year.

The initial agreement places no obligation on the city to renew beyond the initial term of the contract.

### C. Evaluation Criteria

The proposal submitted and received by the city will be evaluated and ranked according to the following criteria:

1. Previous Work Experience – 25%
2. Work performance (references will be checked by the city) – 25%
3. Price – 50%

RFP 22049

4/8

## City of Fargo

Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in performing mowing of tall grass and weeds in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original proposal to the following Address:

**City of Fargo Auditors Office  
RFP Mowing of Tall Grass & Weeds  
Code Enforcement  
225 4th Street N  
Fargo, ND 58102**

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

### Proposal Due Date and Time

**April 8, 2022, 2:00 p.m.**

Proposals received after the above cited date and time will not be considered.

Please make sure the envelope or package is marked:  
**"MOWING OF TALL GRASS AND WEEDS RFP"**  
**Code Enforcement**

Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.

City Auditor's Office  
(March 16 & 23, 2022)

### Evaluation Criteria

- 1) Previous Work Experience – please provide a narrative of any relevant work experience.

See cover letter

- 2) Work performance - Please provide at least two (2) work related references.

See cover letter

- 3) Bid Sheet – Please provide your hourly costs below.

Hourly Service	Fee Per Hour
Light Duty Mowing	\$ 75
Heavy Duty Mowing	\$ 95
Trimming	\$ 75

*All work orders associated with mowing and/or trimming will provide details for each specific property involved in the bidding process and will need to be bid accordingly.*



## Cover Letter



**Contractor qualifications & experience:** Valley Green & Associates is able to provide all your lawn maintenance needs. We mow both residential and commercial locations along with a variety of other lawn contracts. We currently work with the City of Moorhead on their lawn abatement contract for the fifth straight season and the City of West Fargo for the third season. We perform similar snow removal abatement work along with regular lawn mowing services for the City of Fargo and have developed a positive working relationship with the City's Director of Operations. This will be the sixth year Valley Green has mowed for the City of Fargo.

### Company information:

- Name: Abrahamson Services, LLC DBA Valley Green
- Address: 4117 32<sup>nd</sup> Ave S Moorhead, MN 56560
- Telephone number: Office – Nicole – 701.729.5419 Owner – Josh – 218.790.7871
- Fax: N/A
- Email: [nicole@valleygreenassociates.com](mailto:nicole@valleygreenassociates.com), [josh@valleygreenassociates.com](mailto:josh@valleygreenassociates.com)
- Year established: 2008
- Insurance information: Please see attached
- North Dakota contractor number: 58057 Class D

### References:

- Ben Dow: City of Fargo Director of Operations – 701.241.1310
- Anita Burnside: City of Fargo Public Works (Abatement Snow) – 701.241.8279
- Kristie Leshovsky: City of Moorhead Community Development Director (Abatement Mow) – 218.299.5332



Asset List for Valley Green

A	B	C	D	E	F
Category	Year	Make	Model	EQUIP NAME	Serial #
<b>MOWERS</b>					
3	2019			MOWER - 12 FT PULL BEHIND	1XFFM30XVK0000391
4	2016	JOHN DEERE	Z925M	ZERO TURN	1TC925MFCJK060070
5	2018	JOHN DEERE	652R	EFI QUIK TRAK MOWER	1TC652RKJHT060715
6	2018	JOHN DEERE	652R	EFI QUIK TRAK MOWER	1TC652RKJHT060270
7	2018	JOHN DEERE	652R	EFI QUIK TRAK MOWER	1TC652RKPJT060386
8	2018	JOHN DEERE	Z955M	ZERO TURN	1TC955MDTJY060154
9	2019	JOHN DEERE	636M	STAND ON	1TC636MGKJHT060681
10	2019	JOHN DEERE	WAM 1600, 4 POST MOWER	WAM MOWER (13 ft wingspan)	1TC1600TKKG600039
11	2019	JOHN DEERE	Z930M	ZERO TURN	1TC930MFKKKT070338
12	2020	JOHN DEERE	Z930M	GAS MOWER	1TC930MCKLT082805
13	2020	JOHN DEERE	Z930M	GAS MOWER	1TC930MGHLLT080371
14	2020	JOHN DEERE	Z930M	GAS MOWER	1TC930MFVLT080146
15	2020	JOHN DEERE	Z930R Ztrak	ZERO TURN	1TC930RFVLT090040
16	2020	JOHN DEERE	Z930M Ztrak	ZERO TURN	1TC930MHHMT090232
17	2021	HONDA	HRX21K6HYA	PUSH MOWER	MAMA1259988
18	2021	HONDA	HRX217K6HYA	PUSH MOWER	MAMA1312015
19	2021	HONDA	HRX21K6VKA	PUSH MOWER	MAMA1304146
20		EXMARK		PUSH MOWER	313618172
21		EXMARK		PUSH MOWER	315632568
22		HONDA	HRX217	PUSH MOWER	MAMA-1012373
23	2007	JOHN DEERE	3720	TRACTOR	LV3720H380886
24	2007	JOHN DEERE	3720	TRACTOR	LV3720H381129
25	2010	JOHN DEERE & COZY CAB	X729	TRACTOR	MOX729A040520
26	2011	JOHN DEERE & COZY CAB	X749	TRACTOR	1MOX749AABM060229
27	2011	JOHN DEERE & COZY CAB	X749	TRACTOR	1MOX748AKBM060368

Asset List for Valley Green

	A	B	C	D	E	F
28	TRACTORS/CABS/MOWER	2011	JOHN DEERE & COZY CAB	X729	TRACTOR	1MOX729ALAM060025
29	TRACTORS/CABS/MOWER	2012	JOHN DEERE	X729	TRACTOR	1MOX729AACM070605
30	TRACTORS/CABS/MOWER	2012	JOHN DEERE	X729	TRACTOR	1MOX729AECM070608
31	TRACTORS/CABS/MOWER	2012	JOHN DEERE	X728	TRACTOR	1MOX728AKBM061638
32	TRACTORS/CABS/MOWER	2012	JOHN DEERE & COZY CAB	X729	TRACTOR	1MOX729AABM060185
33	TRACTORS/CABS/MOWER	2013	JOHN DEERE	3720	TRACTOR	1LV3720HLDH940722
34	TRACTORS/CABS/MOWER	2014	JOHN DEERE	X739	TRACTOR	1MOX739ALDMO11272
35	TRACTORS/CABS/MOWER	2014	JOHN DEERE	X739	TRACTOR	1MOX739ACEM020026
36	TRACTORS/CABS/MOWER	2014	VENTRAC	4500P	TRACTOR	4500P-AJ01668
37	TRACTORS/CABS/MOWER	2014	VENTRAC	4500Y	TRACTOR	4500Y-AJ02091
38	TRACTORS/CABS/MOWER	2014	VENTRAC	4500Y	TRACTOR	4500Y-AJ03734
39	TRACTORS/CABS/MOWER	2015	VENTRAC	3400Y	TRACTOR	3400Y-AK01836
40	TRACTORS/CABS/MOWER	2017	JOHN DEERE	1585	TRACTOR	1TC1585UCHS040009
41	TRACTORS/CABS/MOWER	2017	JOHN DEERE	3039R	TRACTOR	1LV3039REHH401886
42	TRACTORS/CABS/MOWER	2018	JOHN DEERE	4066R	TRACTOR	1LV4066RJJJ403914
43	TRACTORS/CABS/MOWER	2018	JOHN DEERE	X739	TRACTOR	1M0X739APHM060114
44	TRACTORS/CABS/MOWER	2019	JOHN DEERE	4066R	TRACTOR	1LV4066RLKK406099
45	TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033RHKK401923
46	TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033RVKK401934
47	TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033RLKK401936
48	TRACTORS/CABS/MOWER	2019	JOHN DEERE	3033R	TRACTOR	1LV3033REKK401941
49	TRACTORS/CABS	2019	JOHN DEERE	5125R	TRACTOR	1LV5125RTKK401132
50	<b>3 RIDE ON SPREADER SPRAYERS + 5 TANK SPRAY TRUCKS FOR HERBICIDE APPLICATIONS</b>					
51	SPRAY TANK		RIVERBEND		300 gallon spray tank	
52	SPRAYER	2021	F & S Mfg	SPRAYER	SPRAYER	15607
53	SPREADER/SPRAYERS	2018	EXMARK	Ride on	SPREADER/SPRAYER	316636185
54	SPREADER/SPRAYERS		EXMARK	STAND ON	SPREADER/SPRAYER	401322502
55	SPREADER/SPRAYERS		EXMARK	STAND ON	SPREADER/SPRAYER	41065
56	<b>TRAILERS</b>					
57	TRAILERS	1999	FLING	BUMPER	TRENCHER TRAILER	5FTWE1429Y1013483
58	TRAILERS	2012	LOAD	TRL	12'	4ZESA1011C1017288

Asset List for Valley Green

A	B	C	D	E	F
59	TRAILERS	LOAD	TRL		4ZECH2029C1010880
60	TRAILERS	PJ	TRL		3CVU81412C2502035
61	TRAILERS	PJ	TRL	SCISSOR LIFT	4P5T62220D1185761
62	TRAILERS	PJ TRAILER MFG CO	TRL	83" CHANNEL UTILITY	3CVU82021D2504736
63	TRAILERS	LOAD	TRL		4ZEUT2229E1062142
64	TRAILERS	STEA	TRL		52LBE1424EE027346
65	TRAILERS	LOAD	TRL		4ZESA1412G1098981
66	TRAILERS	LOAD RITE	TRL	14' UTILITY TRL	4ZESA1412H1120334
67	TRAILERS	LOAD RITE	TRL		4ZEUT2224G1106549
68	TRAILERS	PJ TRAILER MFG CO	TRL	UTILITY UL222	3CVUL222XL2599131
69	<b>TRENCHER</b>				
		GEORIPPER with Makita engine (EK7651H)	GR20	TRENCHER	
70	TRENCHER				
71	TRENCHER			TRENCHER	
72	<b>VEHICLES</b>				
73	VEHICLES	GMC	PK SIE	FUEL TRUCK	1GTGK24RXVZ529990
74	VEHICLES	GMC	4W K15	SUBURBAN	1GKFK16R9VJ753693
75	VEHICLES	CHEVROLET	PK GM4	REG CAB TEAL	1GFC24R1WZ120724
76	VEHICLES	CHEVROLET	PK GM4	GREY PICKUP	1GCGC24ROXR704814
77	VEHICLES	GMC	SAVANNA	CLEANING TRUCK	1GTHG39R211231169
78	VEHICLES	CHEVROLET	4CSIL	BLACK 2500	1GCGK29U42Z288503
79	VEHICLES	CHEVROLET	SILVERADO	PICKUP TRUCK	1GCHC24U52E159993
80	VEHICLES	CHEVROLET	SILVERADO	PICKUP TRUCK	1GCGK13U02F106591
81	VEHICLES	CHEVROLET		WHITE	1GCHC29U82E234372
82	VEHICLES	CHEVROLET	SW CIL	WHITE 2500	1GCHK23UX2F250322
83	VEHICLES	GMC	SRA	4 DOOR PICKUP	1GTHK23U72F187650
84	VEHICLES	ISUZU	TB NPR	CUBE VAN	4KLB4B1R62J800451
85	VEHICLES	GMC	CB SIE	CEMETERY TRUCK	1GDJK34U13E144446
86	VEHICLES	FORD	F350 SUPER DUTY	FORD	1FDSF34565EC33580
87	VEHICLES	GMC	4C SIE	2500 EXT CAB	1GTHK29U25E148188

Asset List for Valley Green

A	B	C	D	E	F
88	VEHICLES	CHEVROLET		2500 DURAMAX	1GCHK23D26F141827
89	VEHICLES	GMC	SIERRA	KENNY & ROB'S SERVICE TRUCK	1GDHC24U86E241363
90	VEHICLES	CHEVROLET	4W EQU	EQUINOX	2CNDL23F276111988
91	VEHICLES	CHEVROLET	PK SIL	SPRAY TRUCK	1GBHK24K28E189998
92	VEHICLES	ISUZU		FLAT BED	4K1B4B1U98J801199
93	VEHICLES	GMC	PICKUP	TRUCK (from Chris K)	1GT221EG8CZ211493
94	VEHICLES	CHEVROLET	PICKUP	TRUCK (TRACE'S)	1GB2KVC002352557
95	VEHICLES	ISUZU	NPR	CUBE VAN	54DC4W1B0DS801635
96	VEHICLES	ISUZU	NPR	CUBE VAN	54DC4W1B6ES801303
97	VEHICLES	CHEVROLET	EXPRESS G2500	CARGO VAN	1GCWGF02F1122640
98	VEHICLES	GMC	SAVANNA	CARGO VAN	1GTW7FCG2F1210328
99	VEHICLES	CHEVROLET	SILVERADO		1GBOKUEG6GZ202133
100	VEHICLES	GMC	SIERRA	JOSH'S TRUCK	3GTP9EEL1HG408920
101	VEHICLES	GEM	CAR	CEMETERY	
102	<b>PAYLOADERS</b>				
	PAYLOADER / BUCKET / QUICK-HITCH COUPLER / SNOW PUSHER	JOHN DEERE	324L	LOADER	1LU324LXVZB054960
103	PAYLOADER / BUCKET / QUICK-HITCH COUPLER / SNOW PUSHER	JOHN DEERE	344L	PAYLOADER	1LU344LXCZB055857
104	PAYLOADER / BUCKET / QUICK-HITCH COUPLER / SNOW PUSHER	JOHN DEERE	344L	PAYLOADER	1LU344LXJZB063441
105	PAYLOADER / BUCKET / QUICK-HITCH COUPLER / SNOW PUSHER	JOHN DEERE	324K	PAYLOADER	1LU324KXCZB040744
106	<b>SKID STEERS</b>				
107	SKID STEERS	JOHN DEERE	324E	SKID STEER	1T0324EKVHJ320193
108	SKID STEERS	JOHN DEERE	320G	SKID STEER	1T0320GKPLJ372769
109	SKID STEERS	JOHN DEERE	320G	SKID STEER	1T0320GKJLG372869
110	SKID STEERS	JOHN DEERE	324G	SKID STEER	1T0324GKELJ382429
111	SKID STEERS	JOHN DEERE	324G	SKID STEER	1T0324GKELJ382429

Asset List for Valley Green

A	B	C	D	E	F
112	SKID STEERS	JOHN DEERE	320E	SKID STEER	1T0320EKTJHJ315562
113	<b>Misc equipment and attachments</b>				
114	STORAGE UNITS	TRAILER		Semi storage Trailer	1PT01ADRXJT9010949
115	STORAGE UNITS			20' CW container	
116	WELDER			WELDER	
117	PRESSURE WASHER	KARCHER	VAN-MOUNTED	PRESSURE WASHER	KT6035L
			MATAWAY		
118	SEEDER	RYAN	OVERSEEDER 19"- Kohler Pro11	SLIT SEEDER	544873B883
119	AERATOR	EXMARK	ARX541CKA300000	AERATOR - RIDE ON	404791320
120	AERATOR	Z-Turf	ZA3624	AERATOR	409776099
121	AIR COMPRESSOR				
122	AIR COMPRESSOR				
123	BAGGER	JOHN DEERE	60C BAGGER	BAGGER	1TCMZ3BGVJT035713
124	BAGGER	JOHN DEERE	HOPPER 3 BAG	BAGGER	1TCMZ3BGCJT035654
125	BAGGER	JOHN DEERE	HOPPER 3 BAG	BAGGER	1TCMZ3BGKJT035707
126	BAGGER	JOHN DEERE	60C BAGGER	BAGGER	1TCMZ3BGPJT040128
127	BAGGER	JOHN DEERE	60C BAGGER	BAGGER	1TCMZ3BGAJT040105
128	BROOMS/BLOWERS/BLADES	JOHN DEERE	47"	BLOWER	1M047SBXCJM170904
129	BROOMS/BLOWERS/BLADES	JOHN DEERE	60" BROOM	BROOM	1TC60FMXCJT630626
130	BROOMS/BLOWERS/BLADES	JOHN DEERE	60HDB	BROOM	1M060FBXTJM160170
131	BROOMS/BLOWERS/BLADES	VENTRAC	LB540	BROOM	LB540-AA2013
132	BROOMS/BLOWERS/BLADES	JOHN DEERE	366 FRONT BLADE	BLADE	1LV0366XAKT140161
133	BROOMS/BLOWERS/BLADES	JOHN DEERE	60" BROOM	BROOM	1M060HDBAK0904767
134	BROOMS/BLOWERS/BLADES	PRONOVOST	80" BLOWER	BLOWER	51310

Asset List for Valley Green

A	B	C	D	E	F
135 BROOMS/BLOWERS/BLADES	2019	SNOW WOLF	QP-102	BLADE	
136 BROOMS/BLOWERS/BLADES	2019	TERRAIN CUT	1585 BLOWER - 52"	BLOWER	1645-51479
137 BROOMS/BLOWERS/BLADES	2020	JOHN DEERE	60" BROOM	BROOM	1TC60FMXVKT090276
138 BROOMS/BLOWERS/BLADES	2020	JOHN DEERE	60" BROOM	BROOM	1TC60FMXKKT090306
139 BROOMS/BLOWERS/BLADES	2020	PALADIN TOOLS	JR BROOM 84A	BROOM	2024316
140 BROOMS/BLOWERS/BLADES	2020	PRONOVOST	P-92.2TRC	BLOWER	54080
141 BROOMS/BLOWERS/BLADES		ECONOR	68" BLOWER	BLOWER (INVERTED)	23J54816
142 BROOMS/BLOWERS/BLADES		FRONTIER	BB2060 STD DUTY BOX	BOX SCRAPER/BOX BLADE	1XFBB20XCJ0039154
143 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXJKM172420
144 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXLCM112693
145 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	M01471X096504
146 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBKTBM103240
147 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXCAM100397
148 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	M047SBX084131
149 BROOMS/BLOWERS/BLADES		JOHN DEERE	47" BLOWER	BLOWER	1M047SBXHBM104139
150 BROOMS/BLOWERS/BLADES		JOHN DEERE	59" BLOWER	BLOWER	1M0595BXXJBM070615

Asset List for Valley Green

A	B	C	D	E	F
151 BROOMS/BLOWERS/BLADES		JOHN DEERE	59" BLOWER	BLOWER	1M059SBXPCM080561
152 BROOMS/BLOWERS/BLADES		JOHN DEERE		BLOWER	1TC71MCSPJT090530
153 BROOMS/BLOWERS/BLADES		JOHN DEERE		BLOWER	1TC71MCSPJT095467
154 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	M060HDB017439
155 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBLD0022373
156 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBCD0022359
157 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	M060HDB019104
158 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	M060HDB017217
159 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1TC60FMXHET065080
160 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBCE0023469
161 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBUC0021400
162 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBEC0021225
163 BROOMS/BLOWERS/BLADES		JOHN DEERE	60" BROOM	BROOM	1M060HDBLJ0027472
164 BROOMS/BLOWERS/BLADES		M-B COMPANIES		BROOM	MB04957
165 BROOMS/BLOWERS/BLADES		M-B COMPANIES		BROOM	MB-05226
166 BROOMS/BLOWERS/BLADES		PRONOVOST	PXPL-80	BLOWER	46118

Asset List for Valley Green

A	B	C	D	E	F
167	BROOMS/BLOWERS/BLADES	VENTRAC	KX523	BLOWER	5X523-AA4331
168	BROOMS/BLOWERS/BLADES	VENTRAC	HB580	BROOM	HB580-AB2048
169	BROOMS/BLOWERS/BLADES	VENTRAC	HB580	BROOM	HB580-AB2846
170	BROOMS/BLOWERS/BLADES	VENTRAC	HB580	BROOM	HB580-AB2611
171	BROOMS/BLOWERS/BLADES	VENTRAC	ET200	TURBINE	ET200-AB2591
172	BROOMS/BLOWERS/BLADES	WACKER	RAMMER B560-4S	TAMPER	5921583
173	BROOMS/BLOWERS/BLADES		54FB	BLADE	1M054FBXVJM171712
174	BUGGY	F & S Mfg	BUGGY	BUGGY	
175	CARRIER	TORO	LT650RSC-TORO	TORO MACHINE CARRIER	
176	DE-ICER	F & S Mfg	5 gallon	Push De-icer	
177	EXCAVATOR	JOHN DEERE	50G	EXCAVATOR	1FF050GXCKH290208
178	FORKLIFT	CATERPILLAR	GP30K	FORK LIFT	AT13E30374
179	GATOR	JOHN DEERE	6 WHEEL SIDE BY SIDE	GATOR	W006X4X021866
180	GROUND THAWER	THAW DAWG	36X54	GROUND THAWER	51479
181	MOWER ATTACHMENTS	JRCO INC		TINERAKE	X874347

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MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR TB  
NICOLE CRUTCHFIELD, PLANNING DIRECTOR

**DATE:** APRIL 28, 2022

**RE:** APPROVE THE 2022 ACTION PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING AND AMENDMENT TO THE 2021 ACTION PLAN, AND AUTHORIZE PLAN SUBMITTALS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY

Following the required 30-day public comment period and Public Hearing held during the April 18, 2022 City Commission meeting, staff is seeking approval of the proposed 2022 Action Plan for Community Development Block Grant (CDBG) and HOME programming and expenditures. In addition, staff is seeking approval of the Analysis of Impediments to Fair Housing Choice (AI) and proposed amendment to the 2021 Action Plan. The draft plans are available on the City website. No comments were received during the public comment period.

The proposed 2022 Action Plan, Analysis of Impediments to Fair Housing, and amendment to the 2021 Action Plan are in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the attached public notice, which was published in the March 30, 2022 Forum newspaper. Upon approval by the City Commission, the 2022 Action Plan and amendment to the 2021 Action Plan will be forwarded to HUD for review and final approval, and the AI will be forwarded to HUD's Office of Fair Housing & Equal Opportunity (FHEO).

**Recommended Action:** Approve the 2022 Action Plan and amendment to the 2021 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming and authorize submittal to the U.S. Department of Housing and Urban Development, and approve the Analysis of Impediments to Fair Housing and authorize submittal to HUD's Office of Fair Housing & Equal Opportunity.



**City of Fargo  
 Notice of Public Hearing & Public Comment Period  
 Community Development Block Grant (CDBG) & HOME Programs**

The City of Fargo is opening a 30-day public comment period starting March 31, 2022, including a public hearing on April 18, 2022 at the regular Fargo City Commission meeting. Multiple items under the City’s HUD programs will be open for comment during this period. All items will be given final consideration at the May 2, 2022 City Commission meeting. Each item is summarized in this notice.

**PROPOSED AMENDMENT TO 2021 HUD ACTION PLAN**

Cancel Activity & Re-Allocate Funds – “Downtown Homeless & Housing Services Facility” proposed at 401 NP Ave. N. This activity would have constructed a “Downtown Engagement Center” for people experiencing homelessness or at risk of homelessness. It was initially approved at the June 28, 2021 City Commission meeting. This proposed change will cancel and remove this activity from the 2021 Action Plan and reallocate the activity’s budget of \$550,000 to other activities in the 2022 Action Plan. This activity is being canceled because the City is re-focusing its funds on operations at the existing Downtown Engagement Center, located at the former police building (222 4<sup>th</sup> St N). Comments on this proposed amendment should be provided during this comment period.

**2022 HUD ACTION PLAN DRAFT**

The City has prepared a draft version of the 2022 HUD Action Plan. The priorities established within the draft plan result from community meetings and citizen participation in the development of the 2020-2024 Consolidated Plan, and from public input meetings held on October 28, 2021 and December 1, 2021. The City’s 5-Year priorities include affordable housing, ending and preventing homelessness, neighborhood improvements and initiatives, and assistance for vulnerable populations. Comments on this draft should be provided during this comment period.

**ESTIMATED RESOURCES FOR 2022**

**Community Development Block Grant (CDBG):**

- **\$750,000**      2022 Community Development Block Grant (CDBG) allocation from HUD
- **\$3,750**        2022 CDBG Program Income (estimated)
- **\$577,528.53**   Available for Reallocation at Prior Year-End (comprised of funds from canceled Downtown Engagement Center, 2021 program income from loan repayment, and unused contingency dollars)

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**\$1,331,278.53    Total CDBG**

**HOME Investment Partnerships Program (HOME):**

- **\$520,000**      2022 HOME PJ allocation from HUD
- **\$78,270.45**    2021 HOME PJ Program Income (actual)
- **\$0**              2021 HOME State Program Income (actual)
- **\$3,141.86**     Available for Reallocation at Prior Year-End

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**\$601,412.31    Total HOME**

**Total = \$1,932,690.84 CDBG & HOME**

**PROPOSED ACTIVITIES FOR 2022**

**Planning, Administration & Fair Housing:**

1. **CDBG Planning and Administration** - \$145,000 in CDBG funds. Planning, implementation, reporting, and monitoring of CDBG resources. *National Objective: Not applicable for administration. Eligibility & Regulation Citation: 21A General Program Administration, 24 CFR Part 570.206.*

2. **HOME Planning and Administration** - \$21,412.31 in HOME funds. Planning, implementation, reporting, and monitoring of HOME resources. *National Objective: Not applicable for administration.*
3. **High Plains Fair Housing Center** - \$5,000 in CDBG funds. Support comprehensive outreach and fair housing education. Part of requirement to affirmatively further fair housing under the Fair Housing Act (42 U.S.C. 3601-20). *Eligibility & Regulation Citation: 21D Fair Housing Activities (subject to 20% Admin. Cap), 24 CFR Part 570.206(c).*

#### **Capital/Neighborhood Improvements**

1. **Madison Bike Trails/Sidewalks** - \$370,000 in CDBG funds. Improvements to a green space adjacent to an elementary school and within a low-to-moderate income area neighborhood (Madison). The project will add and repair sidewalks and bike paths to improve accessibility and connectivity. The location of this project is at Bison Village/10th Street North (from 32 Ave N to 36/37 Ave N)/West of the Madison Elementary School (which is located at 1040 29 Street North). *National Objective, Eligibility, & Regulation Citation: Low-Mod Area Benefit [24 CFR Part 570.208(a)(1)], 03F Parks, Recreational Facilities, 24 CFR Part 570.201(c).*

#### **Public Service**

1. **Downtown Engagement Center Operations** - \$114,000 in CDBG funds. Provide operational support for homeless and housing-related services at the Engagement Center located in downtown Fargo. *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele Benefit [24 CFR Part 570.208(a)(2)], 03T Operating Costs of Homeless/Aids Patient Programs, 24 CFR Part 570.201(e).*

#### **Affordable Housing**

1. **Core Neighborhood Housing Development** - \$180,000 in CDBG funds and \$80,000 in HOME funds. Addition of two to four units of affordable housing for homeownership. Activities may include acquisition, demolition, rehabilitation, and/or new construction. *National Objective, Eligibility, & Regulation Citation: Low-Mod Housing Benefit [24 CFR Part 570.208(a)(3)]. Associated CDBG Matrix Codes include: 01 Acquisition of Real Property - Eligibility 24 CFR Part 570.201(a); 02 Disposition of Real Property - Eligibility 24 CFR Part 570.201(b); 04 Clearance and Demolition - Eligibility 24 CFR Part 570.201(d); 12 Construction of Housing - Eligibility 24 CFR Part 570.201(m); and most "14" Rehabilitation matrix codes including: A, B, C, D, F, G, H, and I. HOME Eligible Activity under 92.205(a)(1).*
2. **Single-Family Housing for Ownership** - \$200,000 in HOME funds. Addition of two units of affordable single-family housing for ownership, to be occupied by low-to-moderate income households. Activities may include acquisition, rehabilitation, and/or new construction. Activities will be carried out by Lake Agassiz Habitat for Humanity. *HOME Eligible Activity under 92.205(a)(1).*
3. **Multi-Family Rental Housing and Community Development Housing Organization (CHDO) Project** - \$500,000 in CDBG funds; \$200,000 in HOME funds; and \$100,000 in 'set-aside' HOME funds. Acquisition and new construction of an affordable multi-family senior and elderly rental housing complex, in partnership with Beyond Shelter, Inc. The location of this project is at the former K-Mart site, located southwest of Interstate-94 and South University Drive. *National Objective, Eligibility, & Regulation Citation: Low-Mod Housing Benefit [24 CFR Part 570.208(a)(3)], 01 Acquisition of Real Property, 24 CFR Part 570.201(a) and 12 Construction of Housing, 24 CFR Part 570.201(m). HOME Eligible Activity under 92.205(a)(1).*

#### **Contingency Funds**

Funds held in contingency for issues that may arise during the program year – \$17,278.53 in CDBG funds.

#### **CONTINGENCY PROVISIONS/POTENTIAL ADJUSTMENTS TO 2022 ACTIVITIES & BUDGET**

- Budget adjustments transferring amounts greater than 10% of the amount allocated to the City's entitlement grant programs for program year 2022 are considered substantial amendments and will be implemented in accordance with Fargo's Citizen Participation Plan
- Unanticipated program income may result in a substantial amendment to amend activities and budgets in accordance with Fargo's Citizen Participation Plan
- To match actual 2022 allocation amounts, any increase or decrease in funding will be applied to the Madison Bike Trails & Sidewalks if needed. If not, funds will be applied to one of the affordable housing projects.
- All funding levels indicated above are estimated amounts

**ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING DRAFT**

The City has prepared a draft version of the Analysis of Impediments to Fair Housing Choice (AI). Part of the Consolidated Plan includes the AI, which addresses patterns of integration and segregation; racially or ethnically concentrated areas of poverty; disparities in access to opportunity; and disproportionate housing needs. The AI helps to identify fair housing issues and other contributing factors. The City uses this information to set goals that will address these issues. These goals inform subsequent housing and community development planning processes. Comments on this draft should be provided during this comment period.

**COMMENTS, ACCESSIBILITY, & SCHEDULE**

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

**30-DAY PUBLIC COMMENT PERIOD:** March 31 through April 29, 2022

**PUBLIC HEARING:** Monday, April 18, 2022 - 5:15 pm  
Fargo City Commission Chambers  
225 4th Street North, Fargo, ND 58102

**CITY COMMISSION VOTE:** Monday, May 2, 2022 – 5:15 pm

**CONTACT INFORMATION:** City of Fargo  
Planning and Development Department  
Attn: Community Development Planning Coordinator  
225 4th Street North, Fargo ND 58102  
701.476.4144  
[Planning@FargoND.gov](mailto:Planning@FargoND.gov)

**DRAFT PLAN AVAILABLE AT:** [www.fargond.gov/planninganddevelopment/plansandstudies](http://www.fargond.gov/planninganddevelopment/plansandstudies)  
OR request through Planning & Development Department

**Accessibility** – Fargo City Hall is serviced by public transit, accessible and can accommodate persons who are disabled. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. The contact information to arrange for services (a 48 hour notice may be needed) is City of Fargo's Section 504/ADA Coordinator Bekki Majerus – 701.298.6966. To access TTY/ND Relay service – 800.366.6888 or 711.

**Limited English** – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. If services are needed, the contact information is provided above.

**Non-Discrimination Notice** – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

**RESOLUTION APPROVING THE 2022 ANNUAL ACTION PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING AND AMENDMENTS TO THE 2021 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME PROGRAMS**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:**

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) and HOME funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has adopted its 2022 Annual Action Plan, Analysis of Impediments to Fair Housing, and 2021 Annual Action Plan for the Community Development Block Grant (CDBG) & HOME programs to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo and that identify fair housing issues and other contributing factors; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the 2022 Annual Action Plan, Analysis of Impediments to Fair Housing, and amendments to the 2021 Annual Action Plan, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the 2022 Annual Action Plan and amendments to the 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development and to submit the Analysis of Impediments to Fair Housing to the U.S. Department of Housing and Urban Development's Office of Fair Housing & Equal Opportunity and enter into and execute contracts and other documents as necessary to effectuate activities identified in the plans.



25a

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Bank Forward Addition	<b>Date:</b>	3/30/2022
		<b>Update:</b>	4/28/2022
<b>Location:</b>	5650 37th Avenue South, 5651 38th Avenue South, and 3703 and 3749 56th Street South	<b>Staff Contact:</b>	Maegin Elshaug, Planning Coordinator
<b>Legal Description:</b>	Lots 2 and 3, Block 5, Valley View Fifth Addition and Lots 1 and 2, Block 1, Anne Carlsen Center First Addition		
<b>Owner(s)/Applicant:</b>	Bank Forward/Enclave Companies	<b>Engineer:</b>	Mead & Hunt
<b>Entitlements Requested:</b>	Minor Subdivision (replat of Lots 2 and 3, Block 5, Valley View Fifth Addition and Lots 1 and 2, Block 1, Anne Carlsen Center First Addition to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Public Hearing: May 2, 2022		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Bank	<b>Land Use:</b> Bank, Commercial and vacant
<b>Zoning:</b> GC, General Commercial, with a C-O, Conditional Overlay and MR-1, Multi-Dwelling Residential	<b>Zoning:</b> unchanged
<p><b>Uses Allowed:</b>                      GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, <del>detention facilities</del>, health care facilities, parks and open space, religious institutions, safety services, <del>adult entertainment centers</del>, offices, <del>off-premise advertising</del>, commercial parking, <del>outdoor recreation and entertainment</del>, retail sales and service, <del>self-storage</del>, <del>vehicle repair</del>, limited vehicle service, aviation, surface transportation, and <del>major entertainment events</del>.</p> <p>With a Conditional Overlay – Ordinance 5030 and CUP 2016-005 to allow Residential Use in a GC zoning district</p> <p>MR-1 Allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children, group living, parks and open space, religious institutions, safety services, schools, and basic utilities</p>	<b>Uses Allowed:</b> unchanged
<b>Maximum Density Allowed:</b> MR-1 allows 16 units / acre	<b>Maximum Density Allowed:</b> unchanged
<b>Maximum Lot Coverage Allowed:</b> General Commercial allows 85% building coverage	<b>Maximum Lot Coverage Allowed:</b> unchanged

<b>Proposal:</b>
<p>The applicant is requesting a minor subdivision to replat the existing four lots into three lots, entitled Bank Forward Addition. The subject property is located at 5650 37th Avenue South, 5651 38th Avenue South, and 3703 and 3749 56th Street South and encompasses approximately 5.01 acres.</p> <p>The property that is adjacent to Veterans Boulevard South (5650 37<sup>th</sup> Avenue South and 5651 38<sup>th</sup> Avenue South) is zoned GC, General Commercial with a C-O, Conditional Overlay, Ordinance 5030. The property that is adjacent</p>

to 56<sup>th</sup> Street South (3703 and 3749 56 Street South) is zoned MR-1, Multi-Dwelling Residential, and the applicant has noted there are currently no plans for the property. Zoning of the property is not impacted by this application.

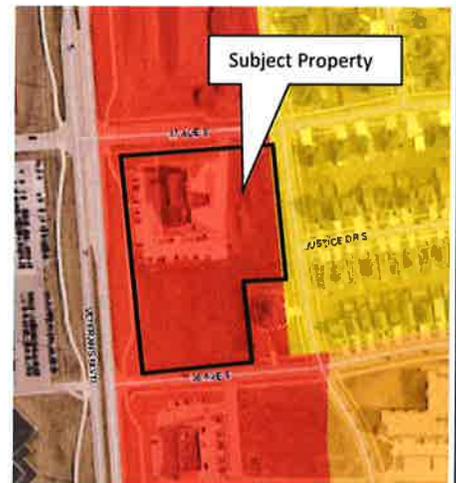
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

**Surrounding Land Uses and Zoning Districts:**

- North: Across 37<sup>th</sup> Avenue South is GC, General Commercial with a C-O, Conditional Overlay and with CUP, and SR-5, Single-Family Residential with vacant land;
- East: MR-1, Multi-Dwelling Residential and across 56<sup>th</sup> Street South is SR-4, Single-Dwelling Residential with group living and detached homes;
- South: Across 38<sup>th</sup> Avenue South is LC, Limited Commercial and GC, General Commercial with commercial development and vacant land;
- West: Across Veterans Boulevard is the location of West Fargo School District's Sheyenne High School, located within the City of West Fargo.

**Area Plans:**

The subject property is located within an area identified as the Southwest Area Plan as contained within the *Growth Plan for the Urban Fringe and Extraterritorial Area of the City of Fargo*, which was amended in January of 2003. In early 2013, a Growth Plan Amendment was approved. In accordance to the 2013 amendment, the subject property is identified as being suitable for Commercial and Medium/High Density Residential.



**Context:**

**Neighborhood:** Brandt Crossing

**Schools:** The subject property is located within the bounds of the West Fargo Public School District, more specifically Independence Elementary, Liberty Middle School, and Sheyenne High schools.

**Parks:** Valley View Park (5200 36<sup>th</sup> Avenue South) is located approximately a third-mile east of the subject property, and includes amenities of a playground, trails, and shelters.

**Pedestrian / Bicycle:** Shared-use facilities are located directly south (36<sup>th</sup> Avenue South) and west (Veterans Boulevard) of the subject property, which connects to the metro area trail system.

**Transit:** MATBus Route 18 is located along 40<sup>th</sup> Avenue South, within a quarter-mile of the subject property. A bus stop is located just southeast of the intersection of 40<sup>th</sup> Avenue South and Veterans Boulevard South.

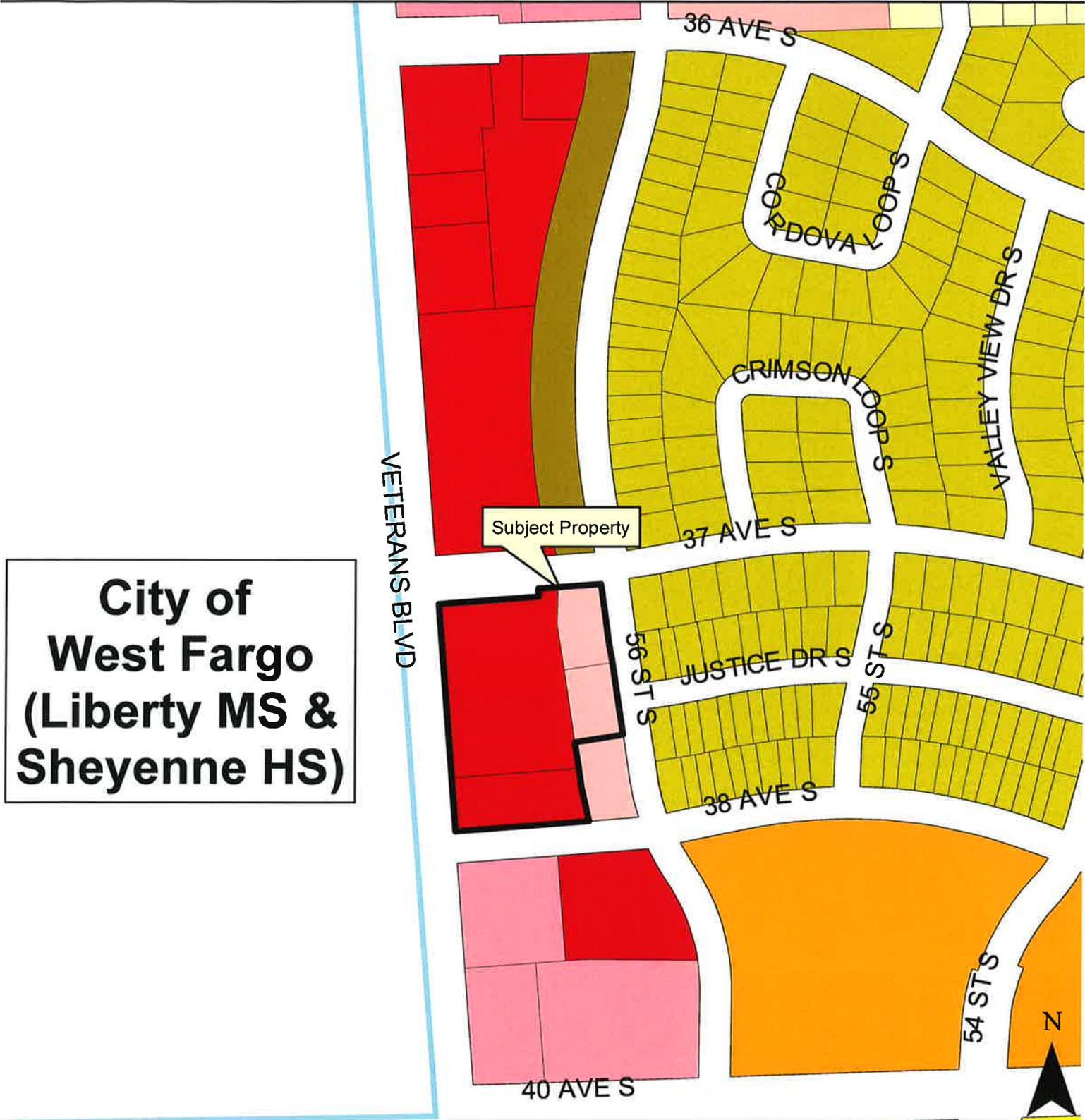
*Continued on next page*

<b>Staff Analysis:</b>
<p><b>Minor Subdivision</b></p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li> <p><b>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</b></p> <p>This subdivision is intended to replat four existing lots into three new lots. The properties within the plat are currently zoned GC, General Commercial with a C-O, Conditional Overlay, and MR-1, Multi-Dwelling Residential. The zoning is not changing or impacted by this application. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that the application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.</p> <p><b>(Criteria Satisfied)</b></p> </li> <li> <p><b>Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b></p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with City of Fargo assessment principals.</p> <p><b>(Criteria Satisfied)</b></p> </li> </ol>
<b>Staff Recommendation:</b>
<p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, <b>Bank Forward Addition</b>, as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".</p>
<b>Planning Commission Recommendation:</b>
<p>At the April 5, 2022 Planning Commission hearing, by a vote of 7-0, with one Commissioner absent and three Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, <b>Bank Forward Addition</b>, as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.</p>
<b>Attachments:</b>
<ol style="list-style-type: none"> <li>Zoning Map</li> <li>Location Map</li> <li>Preliminary plat</li> </ol>

# Plat (Minor)

5650 37th Avenue S; 5651 38th Avenue S;  
3703 and 3749 56th Street S

## Bank Forward Addition



**City of  
West Fargo  
(Liberty MS &  
Sheyenne HS)**

# Plat (Minor)

## Bank Forward Addition

5650 37th Avenue S; 5651 38th Avenue S;  
3703 and 3749 56th Street S



# BANK FORWARD ADDITION

A REPLAT OF LOTS 2 & 3, BLOCK 5 OF VALLEY VIEW FIFTH ADDITION AND LOTS 1 & 2, BLOCK 1 OF ANNE CARLSEN CENTER FIRST ADDITION, ALL TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

**OWNERS CERTIFICATE**  
 I, **BRANK FOWARD**, do hereby certify that I am the owner of a parcel of land located in that part of the Section 28, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Lots 2 & 3, Block 5 of VALLEY VIEW FIFTH ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

AND  
 Lots 1 & 2, Block 1 of ANNE CARLSEN CENTER FIRST ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Containing 5.01 acres, more or less.

Said parcel of the above described property, have caused the same to be surveyed and platted as "BANK FORWARD ADDITION" in the City of Fargo.

**OWNER:**  
 Brank Foward

Thomas Watson, President  
 State of North Dakota } SS  
 County of Cass }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me, Thomas Watson, President, Brank Foward, known to me to be the person whose name is subscribed to the above plat and did acknowledge to me that they executed the same as their own free act and deed.

Notary Public

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT**  
 I, Jason Nees, do hereby certify that I am a duly licensed and qualified Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct copy of the survey of said subdivision, that the monuments for the guidance of future surveys have been located as placed in the ground as shown.

Jason Nees, SLS  
 Professional Land Surveyor  
 Registration No. LS-5884  
 State of North Dakota } SS  
 County of Cass }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, appeared before me, Jason Nees, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed.

Notary Public

Notes:  
 1. ALL DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.

**LEGEND**  
 MONUMENT IN PLACE  
 SET MONUMENT (SP-REBAR, W/CAP L6-484)  
 LOT AREA (SQUARE FEET)  
 SECTION LINE  
 EXISTING PROPERTY LINE  
 EXISTING EASEMENT LINE  
 PLAT LOT LINE  
 EXISTING NEGATIVE ACCESS EASEMENT

SCALE IN FEET  
 0 50 100  
 BASED ON BEARING TO CITY COORDINATE SYSTEM

37TH AVE S  
 38TH AVE S  
 VETERAN'S BLVD  
 LOT 1 15,241 SF  
 LOT 2 16,158 SF  
 LOT 3 45,072 SF  
 BLOCK 1  
 506'42.20"E 249.30'  
 507'48.31"E 128.75'  
 508'42.20"E 113.31'  
 509'42.20"E 85.08'  
 510'42.20"E 71.33'  
 511'42.20"E 57.66'  
 512'42.20"E 44.00'  
 513'42.20"E 30.33'  
 514'42.20"E 16.66'  
 515'42.20"E 3.00'

**CITY OF FARGO PLANNING COMMISSION APPROVAL**  
 Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Rocky Schneider  
 Planning Commission Chair  
 State of North Dakota } SS  
 County of Cass }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, personally appeared Rocky Schneider, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

**FARGO CITY COMMISSION APPROVAL**  
 Approved by the Board of Commissioners and ordered filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Timothy J. Mahoney  
 Mayor  
 Aileen  
 Steven Sprague, City Auditor  
 State of North Dakota } SS  
 County of Cass }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, known to me to be the persons described in and who executed the same as a free act and deed.

Notary Public

**CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL**  
 Approved by the City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Brenda E. Dering, P.E.  
 City Engineer  
 State of North Dakota } SS  
 County of Cass }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, personally appeared Brenda E. Dering, City Engineer, known to me to be the person described in and who executed the same as a free act and deed.

Notary Public

**Mead & Hunt**  
 Phone: 701-566-6450  
 meadhunt.com  
 PROJECT NO. 4427700-230724.01  
 SHEET 1 OF 1

256

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	University South 3rd Addition	<b>Date:</b>	4/28/2022
<b>Location:</b>	2253 and 2301 University Drive South	<b>Staff Contact:</b>	Adam Martin, assistant planner
<b>Legal Description:</b>	Lot 2, Block 1, University South Second Addition to the City of Fargo, Cass County, North Dakota		
<b>Owner(s)/Applicant:</b>	Grove Enclave LLC / Houston Engineering	<b>Engineer:</b>	Houston Engineering
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of Lot 2, Block 1, University South Second Addition to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Public Hearing: May 2, 2022		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Commercial	<b>Land Use:</b> Commercial
<b>Zoning:</b> GC, Limited Commercial with a C-O, Conditional Overlay	<b>Zoning:</b> unchanged
<b>Uses Allowed:</b> GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, <del>detention facilities</del> , health care facilities, parks and open space, religious institutions, safety services, <del>adult entertainment centers</del> , offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, <del>self-service storage, vehicle repair, limited vehicle service</del> , aviation, surface transportation, and major entertainment events.  <b>Note: Conditional Overlay No. 5332 prohibits some uses and provides site and building design guidelines</b>	<b>Uses Allowed:</b> unchanged
<b>Maximum Lot Coverage Allowed:</b> 85%	<b>Maximum Lot Coverage Allowed:</b> 85%

<b>Proposal:</b>
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> <li>1. A minor subdivision, entitled <b>University South 3rd Addition</b>, which is a replat of Lot 2, Block 1, University South Second Addition to the City of Fargo, Cass County, North Dakota</li> </ol> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: LC, Limited Commercial with retail/service, including a hotel, and office uses.</li> <li>• East: GC, General Commercial with retail/service uses; and LC, Limited Commercial with retail/service uses, including a hotel.</li> <li>• South: GC, General Commercial which is undeveloped but planned for retail/service uses</li> <li>• West: MR-3, which is undeveloped but planned for multi-residential dwellings</li> </ul> <p><i>(continued on next page)</i></p>

**Area Plans:**

The subject property is not included in a growth plan or area plan. However, a vision for this area is depicted in Fargo's Go2030 Comprehensive Plan. That plan envisions redevelopment of this portion of South University Drive to follow the model of a walkable mixed-use center, in which redevelopment of the properties along it would create pedestrian-oriented spaces with "walkable friendly" blocks, combining residential, commercial, and park or other amenity uses. A graphic of this general concept from the Go2030 plan is depicted below, with the subject property outlined in red and nearby street names circled in yellow.



(from Go2030 Comprehensive Plan, pages 36 and 37)

**Context:**

**Schools:** The subject property is located within the Fargo School District, specifically within the Lincoln Elementary, Carl Ben Eielson Middle and South High schools.

**Neighborhood:** The subject property is located within the Brunsdale neighborhood.

**Parks:** Lincoln Park (2120 9<sup>th</sup> Street South), is approximately 0.27 miles east of the subject property, and provides amenities of baseball/softball fields, basketball court, multipurpose field, playground for ages 5-12, and warming houses, outdoor skating and hockey rinks in the winter.

**Pedestrian / Bicycle:** There are no trails adjacent to the subject property. However, the property's Conditional Overlay (C-O), which was adopted in January 2022, requires separate pedestrian and vehicular circulation patterns in the development. Thus, it is anticipated that future redevelopment of the site will incorporate sidewalk connections to Oak Manor Avenue, 25<sup>th</sup> Avenue South, and University Drive.

**Transit:** MATBUS Route 14 runs along University Drive South and 25<sup>th</sup> Avenue South, adjacent to the site, and currently run on a near-hourly basis at a bus stop located in the former Kmart parking lot. It is anticipated that the bus shelters will be relocated to the boulevards of 25<sup>th</sup> Avenue South as part of the University South redevelopment. Additionally, MATBUS is exploring other ways to improve service to the development and surrounding neighborhood.

<p><b>Staff Analysis:</b></p> <p>The plat will create four lots in one block. All four lots will retain the zoning of GC, General Commercial with a C-O, Conditional Overlay that was approved by City Commission on January 10, 2022. The intent of the conditional overlay is to help development on these properties reach the goals of the Go2030 plan, as noted above, for this location. No change to the conditional overlay is proposed as part of this minor plat. The site is intended to be developed with several commercial uses.</p> <p>ACCESS: The project site will continue to take access from University Drive South and Oak Manor Avenue South. A shared-access easement was previously recorded in September 2021 to the south of the subject property to maintain access to 25<sup>th</sup> Avenue South. Additional shared access easements will be recorded as separate documents to provide access between each of the proposed lots.</p> <p><b>Subdivision</b></p> <p>The City of Fargo's Land Development Code (LDC) stipulates that the following criteria are met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li><b>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</b> The current zoning designation of GC, General Commercial with a conditional overlay is intended to accommodate the proposed commercial development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. <b>(Criteria Satisfied)</b></li> <li><b>Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b> While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. <b>(Criteria Satisfied)</b></li> </ol> <p><b>Staff Recommendation:</b></p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed <b>University South 3rd Addition</b> subdivision plat as presented; as the proposal complies with the Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC and the Go2030 Comprehensive Plan."</p> <p><b>Planning Commission Recommendation: April 5, 2022</b></p> <p>At the April 5, 2022 Planning Commission hearing, by a vote of 7-0 with one Commissioner absent and three Commission seats vacant, the Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed <b>University South 3rd Addition</b> subdivision plat as presented; as the proposal complies with the Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC and the Go2030 Comprehensive Plan.</p> <p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. Location Map</li> <li>2. Zoning Map</li> <li>3. Preliminary Plat</li> </ol>
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# Plat (Minor)

## University South Third Addition

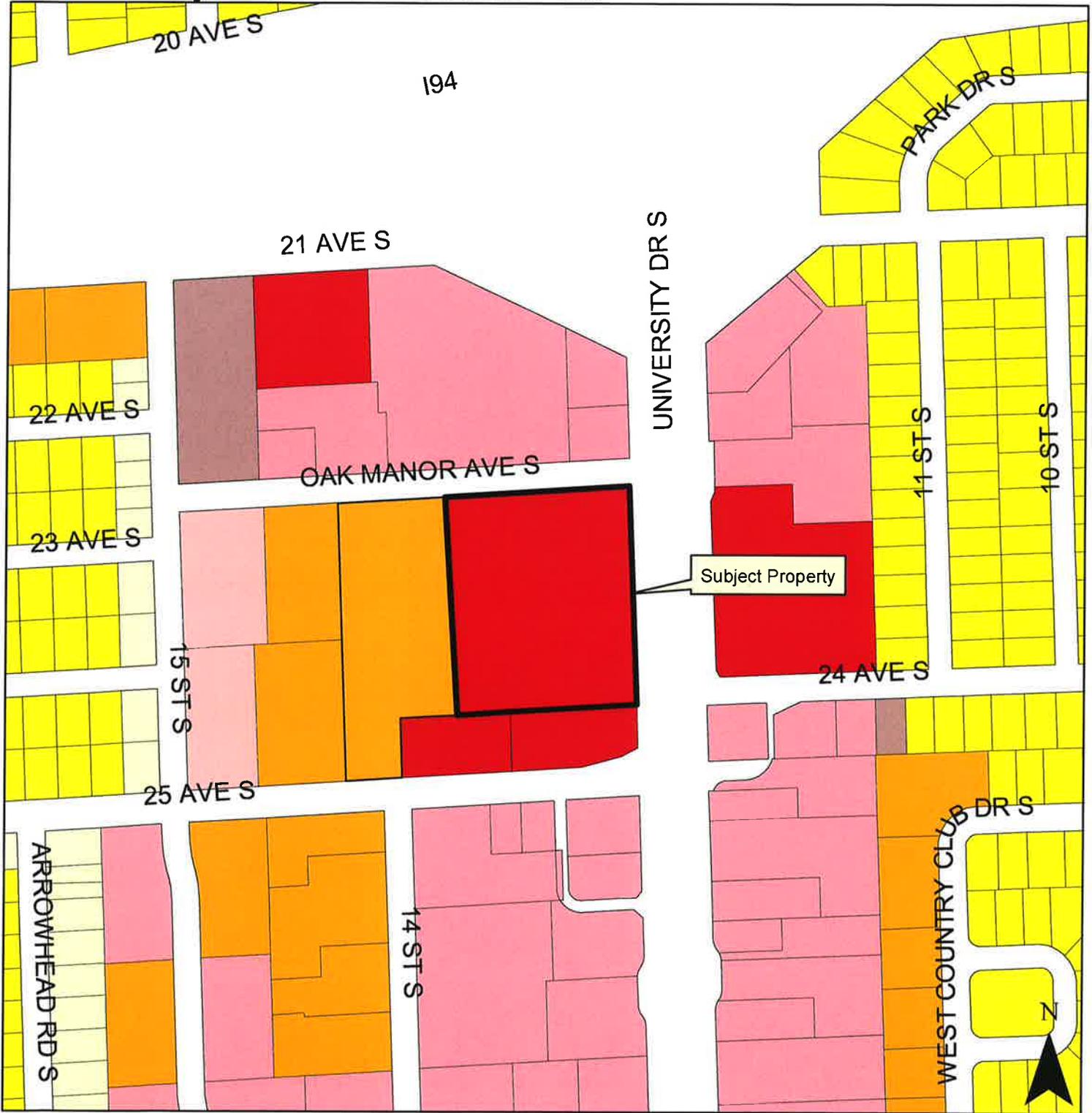
2253 and 2301 University Drive S



# Plat (Minor)

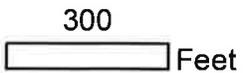
## University South Third Addition

2253 and 2301 University Drive S



### Legend

AG	DMU	LC	MHP	SR
GC	MLC	NZO	SR-1	SR-2
GO	MRR-1	P/1	SR-1-3	SR-1-4
	MRR-2	P/2	SR-1-5	SR-1-6
	MRR-3	UMU	City Limits	



Fargo Planning Commission  
 April 5, 2022

# UNIVERSITY SOUTH THIRD ADDITION

## A MINOR SUBDIVISION BEING A REPLAT OF LOT 2, BLOCK 1, UNIVERSITY SOUTH SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

**OWNER'S CERTIFICATE**

KNOW ALL PERSONS BY THESE PRESENTS, That EFT Dakota Development, LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land, to-wit: Block 1, University South Second Addition to the City of Fargo, Cass County, North Dakota. Said tract contains 5.767 acres, more or less. And that said party has caused the same to be surveyed and replatted as UNIVERSITY SOUTH THIRD ADDITION to the City of Fargo, Cass County, North Dakota.

**OWNER:**  
EFT Dakota Development, LLC  
By: SAG Management, LLC, its Manager

**OWNER'S CERTIFICATE**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER'S CERTIFICATE**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

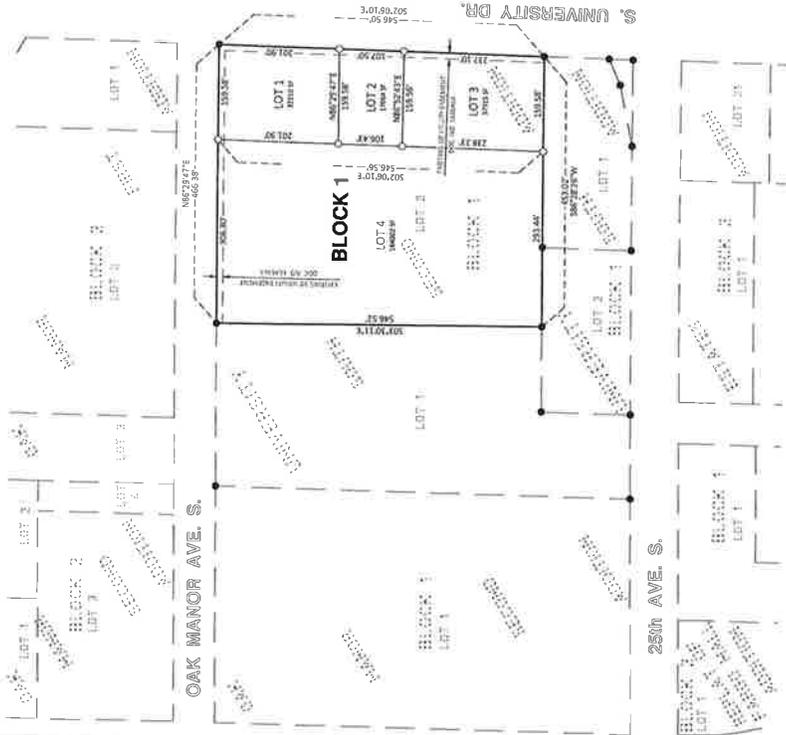
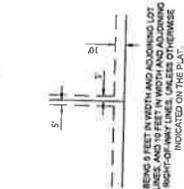
**OWNER'S CERTIFICATE**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER'S CERTIFICATE**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER'S CERTIFICATE**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER'S CERTIFICATE**  
Approved by the City of Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO HORIZONTAL DATUM



**H HOUSTON ENGINEERING, INC.**  
Sheet 1 of 1  
Project No. 7489-0103

H:\B\14007\1897\1897\_0103\CA\Plan\1897\_0103 Preliminary University South Third Addition.dwg (Layout) 2/18/2022 11:58 AM (buckwin)

25c

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	West Acres Seventh Addition	<b>Date:</b>	2-23-22
		<b>Update:</b>	4-27-22
<b>Location:</b>	3911 20 Avenue South	<b>Staff Contact:</b>	Luke Morman, Planner
<b>Legal Description:</b>	Lots 19-20 and portions of Lots 10, 11, 12, and 18, Block 5, West Acres Fourth Addition		
<b>Owner(s)/Applicant:</b>	Jonathan Casper (Interstate Office), Charles Cobb (Blue Bills, LLC), and Scott Houle (Dynasty Holdings, LLC) / Ken Stulc	<b>Engineer:</b>	Neset Land Surveyors
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of all of Lots 19-20 and portions of Lots 10, 11, 12, and 18, Block 5, West Acres Fourth Addition)		
<b>Status:</b>	City Commission Public Hearing: May 2, 2022		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Office and undeveloped.	<b>Land Use:</b> Unchanged
<b>Zoning:</b> GC, General Commercial with a CUP, Conditional Use Permit.	<b>Zoning:</b> Unchanged
<b>Uses Allowed:</b> Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.  CUP West Acres 4 <sup>th</sup> allows a multi-dwelling structure.	<b>Uses Allowed:</b> Unchanged
<b>Maximum Lot Coverage Allowed:</b> Maximum 85% building coverage	<b>Maximum Lot Coverage Allowed:</b> Unchanged

**Proposal:**

The applicant is seeking approval of a minor subdivision located at 3911 20 Avenue South. The request is to replat the existing lot into a two lot minor subdivision entitled West Acres Seventh Addition.

A CUP for multi-dwelling structure was approved in May of 2010 under a previously planned project that was never completed. The configuration of the plat will require modification of the Conditional Use Permit, if future multi-dwelling residential development is requested.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

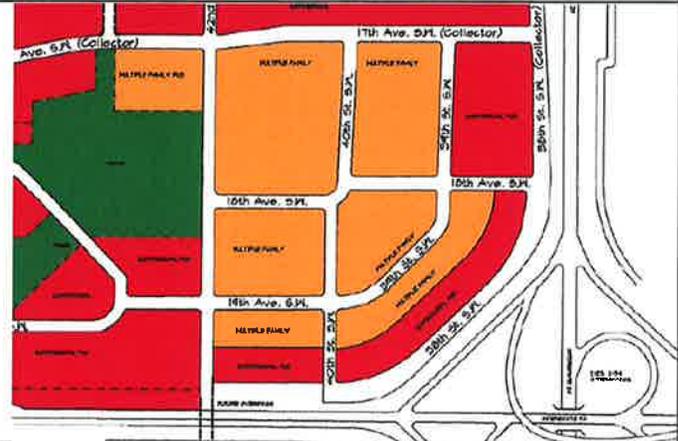
**Surrounding Land Uses and Zoning Districts:**

- North: Across 19<sup>th</sup> Ave S, MR-3, Multi-Dwelling Residential, with multi-family dwelling units

- East: MR-3, Multi-Dwelling Residential, with multi-family dwelling units; GC, General Commercial, undeveloped
- South: 20<sup>th</sup> Avenue South and Interstate 94
- West: GC, General Commercial; school

**Area Plans:**

There are no recent growth plans which apply directly to this location. There is, however, an area plan that was put together for this area in the 1990's. This area plan designates the property adjacent to the interstate interchange as future commercial, while identifying areas further from the interchange as multi-family.



**Context:**

**Schools:** The subject property is located within the West Fargo School District, specifically within the Willow Elementary, Cheney Middle, and West Fargo High schools.

**Neighborhood:** The subject property is located within the West Acres neighborhood.

**Parks:** Rabanus Park is within a quarter mile to the northwest of the subject property. This park provides basketball courts, grills, picnic tables, playgrounds for ages 2-5 and 5-12, recreational trails, sand volleyball courts, shelters, and warming houses. This is also the location of The Fargo Project: World Garden Commons and also a stormwater detention basin.

**Pedestrian / Bicycle:** There are sidewalks running along all street rights of way abutting the property and shared-use paths within Rabanus Park.

**Bus Route:** The subject property is within a quarter mile of routes 14 and 24 which run along 42<sup>nd</sup> St S. These routes have bus stops are located near the crossing streets of 19<sup>th</sup> Ave S and 18<sup>th</sup> Ave S.

**Staff Analysis:**

**Minor Subdivision**

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

This subdivision is intended to replat one existing lot into two new lots. The properties within this plat are currently zoned GC, General Commercial, and no change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this

request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.  
**(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals.

**(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **West Acres Seventh Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

**Planning Commission Recommendation: March 1, 2022**

At the March 1<sup>st</sup>, 2022 Planning Commission hearing, by a vote of 7-0 with one commissioners absent and three Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **West Acres Seventh Addition** as outlined in the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

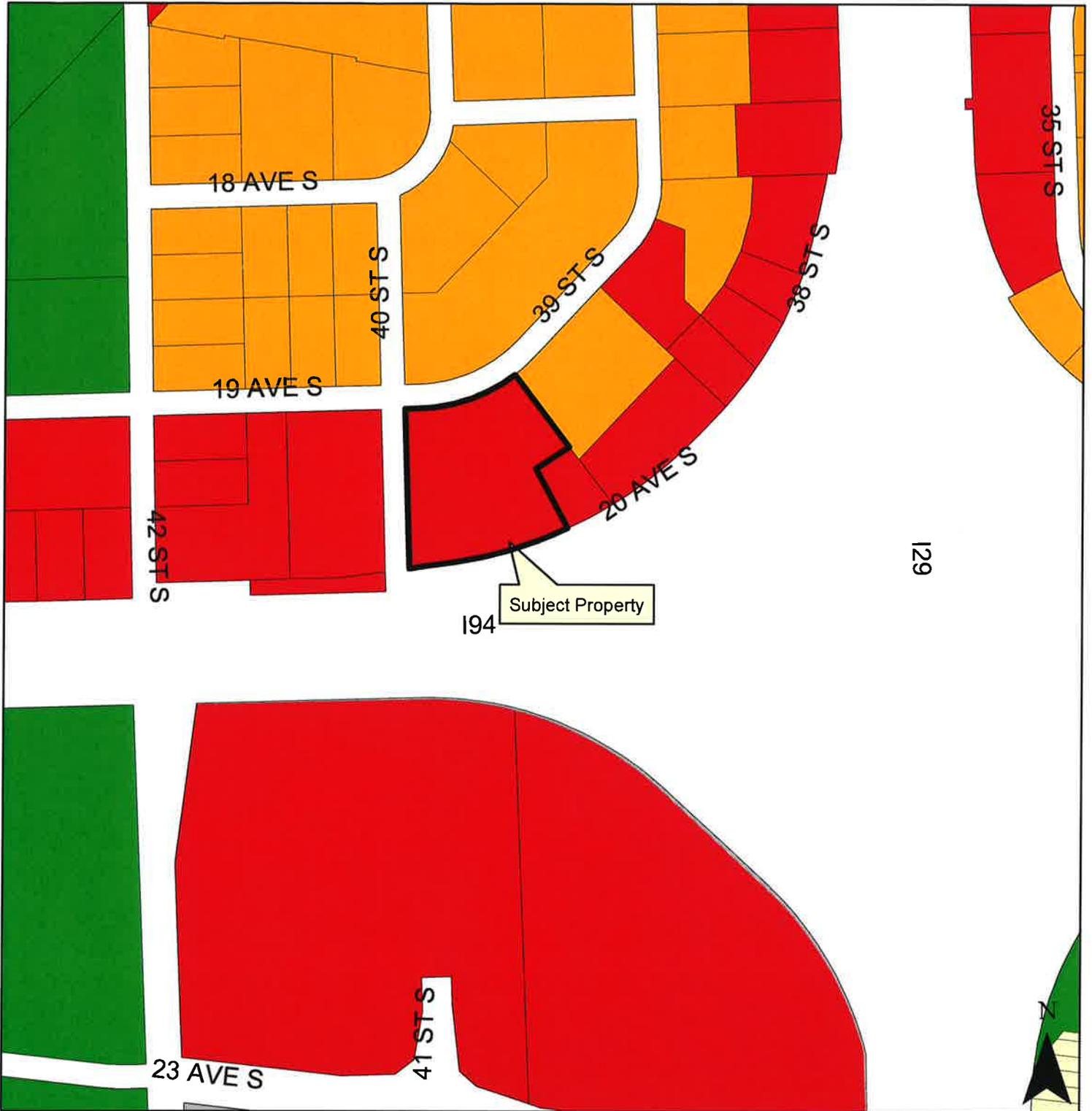
**Attachments:**

1. Zoning map
2. Location map
3. Preliminary plat

# Plat (Minor)

## West Acres Seventh Addition

3911 20th Avenue S



### Legend

AG	DMU	LC	MHP	SSP-2
GC	GL	MIR-1	NC	SSP-3
GO	MR-3	MIR-2	P/I	SSP-4
		MIR-3	UMU	SSP-5
				City Limits

300

Feet

Fargo Planning Commission  
 March 1, 2022

# Plat (Minor)

## West Acres Seventh Addition

3911 20th Avenue S







FARGO POLICE DEPARTMENT  
CHIEF DAVID B. ZIBOLSKI  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
FargoPolice.com

26

COPY

April 27, 2022

Fargo City Commission  
225 4<sup>th</sup> St. N.  
Fargo, ND 58102

Re: Approval for Firearms Range Upgrade

We are seeking the City Commission's approval to go forward with a request for purchase (RFP) to upgrade our firearms range system. The Finance Committee approved the Department's request at the April 25, 2022 Finance Committee meeting.

The indoor firearms range is located at the Law Enforcement Training Center (LETC), 2802 University Drive North. The current firearms range system was installed in 2008, and we are experiencing numerous mechanical issues which require maintenance beyond our routine preventative maintenance measures. The range is a 10-bay retractable targeting system operated by a overhead cable driven system. Many times we have multiple bay's inoperable due to mechanical failures or malfunctions. This significantly effects our ability to train our officers due to reduced bay availability and increased expenses to fix the myriad of issues.

The range is operated and shared between Fargo PD, West Fargo PD, NSDU PD, Cass County Sheriff's Office, and the ND ANG 119<sup>th</sup> Security Forces Squadron. Each entity contributes a predetermined amount of funds each year to the LETC operating budget. We also generate revenue by allowing Federal law enforcement entities to use the range for training and qualification purposes. All agency representatives are in agreement the range needs to be upgraded.

We are proposing we use funds from the LETC's City cash pool account (208-0000-104-00-00) to pay for the upgrade. The account currently has a balance of \$349,242. We received an initial quote to upgrade the system totaling \$230,023.

**Motion: To approve the Police Department's request to solicit proposals via the RFP process for an indoor firearms range upgrade utilizing funds in the Law Enforcement Training Center cash pool account.**

Sincerely,

David B. Zibolski  
Chief of Police



PREVAILING WAGE RATES	
For the avoidance of doubt, InVeris asserts the following prevailing wage for work to be performed on site:	
Labor Category:	LABORER: Common or General
Rates:	\$15.97
Should the Prevailing Wage Rates required by the Buyer differ, InVeris reserves the right to revise the labor pricing accordingly and update the total base offer price.	

The payment amount included in the attached offer shall be payable to InVeris as follows:

- Payment Terms are 100% net 30 days. Any deviation must be mutually agreed upon in writing.

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of InVeris.

All drawings, specifications and other design documents prepared by InVeris and its consultants in connection with the Project are the property of InVeris. InVeris shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. The General Contractor shall not use the design documents on other projects without the specific written consent of InVeris.

Note 1: If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification.

PLEASE SUBMIT SIGNED PROPOSAL BY EMAIL, FAX, OR MAIL TO:		
<b>Email:</b> <a href="mailto:ITS-ContractsMailUsers@inveristraining.com">ITS-ContractsMailUsers@inveristraining.com</a>	<b>Fax:</b> 678.288.1515 Attn: Contracts Dept.	<b>Mail:</b> InVeris Training Systems, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615
RECORD OF CHANGES		
Revision No.	Date	Description
1	5 Nov 2020	Shooting Stalls and Option 1 removed
2	8 Apr 2021	Shooting Stalls and Removal of Existing Equipment added
3	27 Sept 2021	Pricing revalidated; InVeris Offer No. revised



InVeris' pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

- A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
- B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
- C. Bridging, structural supports or any other material that is required as support for InVeris' baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support InVeris equipment.
- D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. InVeris will provide accurate submittal drawings for this purpose.
- E. Unloading and/or moving/placement of InVeris' equipment into the range area.
- F. Removal / disposal of existing equipment.
- G. Removal / disposal of lead or other hazardous waste.
- H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
- I. Any customer requested special shipping or marking/labeling requirements and any related costs.
- J. Specialty anchors or seismic type hanging devices.
- K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E. and F.**

InVeris will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

- |            |                       |                  |
|------------|-----------------------|------------------|
| A. Taxes   | D. Bonds              | G. Other Charges |
| B. Permits | E. Licenses           |                  |
| C. Fees    | F. Additional Insured |                  |

Statutory items listed above that are specifically included with this offer: **NONE**

**IMPORTANT NOTE:** InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

InVeris does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

InVeris is a non-union manufacturer. InVeris will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

**Prevailing Wage Rates Included**



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## Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that InVeris enters into with you, your department or company.

Our Terms and Conditions are not limited to those provided herein. The Standard Terms and Conditions [ITSI-DOM-006\_08-19-2020] incorporated by reference herein and the enclosed offer shall apply and take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to the Standard Terms & Conditions which can be provided upon request. Please contact [ITS-ContractsMailUsers@inveristraining.com](mailto:ITS-ContractsMailUsers@inveristraining.com) to request a copy.

### Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its subcontractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

### Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.



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## Important Notes & Assumptions

1. **COVID-19:** Supplier (InVeris) shall not be liable to Purchaser if and for so long as it is unable to deliver because Supplier's (InVeris') production is suspended, or it cannot obtain necessary materials, or it cannot make delivery arrangements, due to the COVID-19 pandemic.
2. Full Install: Pricing assumes the InVeris Field Service Technician (FST) and labor crew will be onsite over two (2) trips. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond InVeris' control, additional charges will be assessed in the form of a change order.
3. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
4. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and InVeris scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that InVeris wants you to have a successful installation in a safe and timely manner.
5. InVeris FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
6. Any / all trademarks mentioned herein are the properties of their respective owners.
7. If InVeris is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, InVeris shall be entitled to adjust its prices to account for increased costs to InVeris as a result of said delay.



## Base Offer

- **SUPPORT BRIDGING:** (if applicable) is **NOT** included unless explicitly listed as a separate line item in the equipment table below. Please see the Terms & Conditions section, item C under exclusions.
- All products and services offered herein are Open Market items.

PART NO.	DESCRIPTION	QUANTITY	UNIT
<b>10 Lanes – Rifle Rated – 25 Yard Shooting Distance</b>			
XWT-75	Random Turning, self-propelled 360 degree Target System. Includes Individual Control Units with 75' shooting distance and all mounting hardware.	10	EA
RM10K-LE	Master Control Computer - with Touch screen and (1) Tablet Controller	1	SYS
XWT SafeZone™ Rifle Solid/Solid	SafeZone™ Shooter's Booth - Rifle, Complete Lane Stalls. Black Frame, Black Top Panel, Black Bottom Panel Inserts.	10	EA
<b>Services</b>			
REMOVAL	Removal, Clean-up, and Proper Disposal of the following finished products: Existing target carriers and shooting stalls <b>Note:</b> Please provide InVeris with your Federal EPA Identification/USEPA Number upon placement of order.	1	LOT
SPPT-Full	Complete Unload, Installation, and Training - Prevailing Wage Rates Included	1	LOT
MANUALS	Operations and Maintenance Manuals	1	LOT
WRTY	12-Month Warranty	1	LOT
FRT-CPT	Freight & Delivery shall be CPT Jobsite (Fargo, ND) in accordance with Incoterms® 2010.	1	LOT
<b>Total Base Offer Price</b>		<b>\$230,023.13</b>	



September 27, 2021

Fargo Police Department  
 Attn: Sgt. Michael Sanden  
 105 25<sup>th</sup> Street North  
 Fargo, ND 58102  
 701-241-8107  
[MSanden@FargoND.gov](mailto:MSanden@FargoND.gov)

InVeris Offer No.: **13777-21-USL**  
 Re: XWT Upgrade  
 Offer Type: Open Market

Dear Sgt. Sanden,

InVeris Training Solutions, Inc.<sup>™</sup> (InVeris) (*formerly Meggitt Training Systems*) is pleased to offer a fixed price of **\$230,023.13** (Two Hundred and Thirty Thousand and Twenty-Three US Dollars and Thirteen Cents) for the products and services listed herein, furnished, and delivered CPT jobsite (Fargo, ND) in accordance with incoterms<sup>®</sup> 2010. In addition to the offer price, the Buyer will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 45 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of InVeris Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

**Elton Steele**  
 NW LE Sales Representative  
 InVeris Training Solutions, Inc.  
 Tel: 612.710.3031  
[elton.steele@inveristraining.com](mailto:elton.steele@inveristraining.com)

Prepared by:  
**Melissa Boltz**  
 Proposal Manager

Accepted for: (Company)	Total Purchase Price: (Include Options where applicable)
Authorized Signature:	Title:
Print Name:	Date:

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April 26, 2022

The Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: RFP22068; Authorization to award the 2022/2023 Highway Deicing Salt contract to Compass Minerals America, Inc.

Commissioners:

Proposals were received and opened on Thursday, April 21, 2022, in response to a Request for Proposal (RFP) issued by Public Works for "Furnishing and Delivering Bulk Highway Deicing Salt". Three (3) sealed responses were received. The proposals were reviewed and fully analyzed to meet the minimum specifications outlined in the RFP document.

Based on the attached RFP price tabulation, staff is making a recommendation to award the 2022/2023 Highway Deicing Salt contract to Compass Minerals America, Inc. at a price of \$112.98 per ton. The total anticipated cost is \$338,940.

Compared to the previous year, this is an 11.1% increase with a cost increase of \$33,870 to purchase the same amount of material.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22068) to award the 2022/2023 Highway Deicing Salt contract to Compass Minerals America, Inc. at a price of \$112.98 per ton.

Respectfully submitted,



Paul Fiechtner  
Public Works Services Manager

**Bulk Highway Deicing Salt RFP BID Tabulation**

Fargo Public Works - 2022/2023 Season

RFP22068, Received 4/21/2022

Company	Option 1 Price (3000 ton)	Option 2 Price (1000 ton)	Total Option 1	Total Option 2	Total Cost (Op. 1&2)
Northern Salt Inc.	\$116.00	\$118.00	\$348,000.00	\$118,000.00	\$466,000.00
Compass Minerals America Inc.	\$112.98	\$112.98	\$338,940.00	\$112,980.00	\$451,920.00
NSC Minerals LTD	\$130.54	\$130.54	\$391,620.00	\$130,540.00	\$522,160.00



**Sold-To ("Buyer"):**

Ben Dow  
 City of Fargo  
 City Hall  
 402 23Rd St N  
 Fargo, ND 58102

**Date:** April 22, 2022  
**Document:** 188750  
**Tel:** (701) 241-1463  
**Fax:** (701) 241-8100  
**Email:** bdow@cityoffargo.com  
**Customer #:** H702863  
**Preferred:** Email

**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
1,500	City of Fargo Fargo Public Works 402 23Rd Street North Fargo, ND 58102 Destination #: H618122 Delivery Lead Time: 5 days	112.98	Deliver w/o/Equipment Depot: Duluth - C Reiss Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 244.2 Miles
Reserve: 0			

Subject to prior sale  
 3000 TONS Option 1 - Guaranteed  
 1000 Ton Option 2 - Reserve

Buyer commits to purchasing 100% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 100% (unless Seller has declined to deliver those tons).

Price(s) effective through Monday, 31 Jul 2023

**Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will**

Terms are NET 30 days from shipment with approved credit.

- \* This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- \* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store the Product after 31 Jul 2023, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Jason Fritz  
 Highway Sales Mgr  
 Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
 Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.



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Quantity (TN)	Delivery Location	Price Per Ton (USD)
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1,500  Reserve: 0	City of Fargo 4000 36th Avenue S. Fargo, ND 58104 Destination #: H971772 Delivery Lead Time: 5 days	112.98 Deliver w/o/Equipment	Depot: Duluth - C Reiss Product: BULK HIGHWAY COARSE W/YPS (6615) Mode of Transport: DUMP (END OR BOTTOM) Distance: 248.2 Miles
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Jason Fritz  
 Highway Sales Mgr  
 Compass Minerals America Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".

2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.

3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.

4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.

5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.

6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.

7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.

8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.

10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.

11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.

12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.

13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.

14. EXPORT CONTROLS AND REGULATION. With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.

15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.

16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

28

May 2, 2022

Board of City Commissioners  
Fargo City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: RFP 20103

Dear Commissioners:

The renovation project at the Ground Transportation Center (GTC) requires modifications to replace the fixtures on the exterior light poles and replace the concrete pavement at the exit driveway. Amendment No. 2 covers these replacements. The total change is for an increase of \$18,690.00.

The available funding within the grants for the project will cover the proposed change amounts.

The requested motion is to approve Amendment No. 2 to the contract between the City of Fargo and KLJ, Inc. for the amount of \$18,690.00.

Thank you.

Sincerely,



Julie Bommelman  
Transit Director  
City of Fargo

\Attachment



300 23rd Ave E, Suite 100  
 West Fargo, ND 58078-7820  
 701 232 5353  
 KLJENG.COM

# Letter of Transmittal

<b>Date:</b>	April 18, 2022
<b>To:</b>	Julie Bommelman Transit Director 650 23rd Street North Fargo, ND 58102
<b>Copy To:</b>	File
<b>From:</b>	Cassie McNames
<b>Re:</b>	GTC Exterior Renovations (F21001)
<b>Project #:</b>	1804-00689

**We Are Sending You:**

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover	<input type="checkbox"/> As Requested
<input type="checkbox"/> Prints/Plans	<input type="checkbox"/> For Your Information	<input type="checkbox"/> For Your Review
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> For Your Signature	<input type="checkbox"/> Samples
<input type="checkbox"/> Other		

**Shipped via:** First Class Mail

Copies (#)	Description
2	GTC Exterior Renovations (F21001) CO #2

**Remarks**

Please find change order #2 for the above referenced project attached. Please sign both originals and return one original to our office. We'll distribute to Becky Hanson at NDDOT and Jared Peterson at Gast Construction for their files.

Thank you,

Cassie McNames

**CHANGE ORDER NO. 2**

Date of Issuance: 4/18/2022  
 Effective Date: 3/1/2022

<b>PROJECT TITLE</b> <i>GTC Exteror Renovations (F21001)</i>
<b>OWNER</b> <i>City of Fargo</i>
<b>CONTRACTOR</b> <i>Gast Construction Company, Inc.</i>
<b>ORIGINAL CONTRACT DATE</b> <i>6/14/2021</i>

**THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER**

<b>1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS</b>						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
	1	PR 12 - Replace exterior light pole fixtures	LS	1	\$7,155.00	\$7,155.00
	2	PR 13 - Crosswalk and Pavement Replacement at Exit Drive	LS	1	\$11,535.00	\$11,535.00
	3		LS			\$0.00
	4		LS			\$0.00
<b>TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS</b>						<b>\$18,690.00</b>

**2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT**  
*THE FIXURES ON THE EXTERIOR LIGHT POLES ON THE SITE WERE NO LONGER WORKING AND REQUIRED REPLACEMENT. THE CROSSWALK AND CONCRETE PAVEMENT AT THE EXIT DRIVEWAY NEEDED REPLACEMENT. REFER TO PROPOSAL REQUESTS ATTACHED FOR ADDITIONAL INFORMATION.*

<b>3. CHANGE TO CONTRACT AMOUNT</b>	
ORIGINAL CONTRACT AMOUNT:	\$1,747,500.00
NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	-\$50,014.39
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$1,697,485.61
INCREASE/DECREASE FROM THIS CHANGE ORDER:	\$18,690.00
<b>NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:</b>	<b>\$1,716,175.61</b>

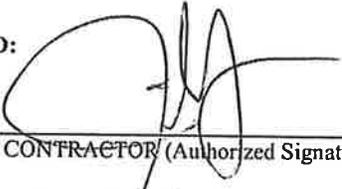
<b>4. CHANGE TO CONTRACT TIMES</b>	
<b>Original Contract Times:</b>	
Substantial Completion (Days or Date):	11/5/2021
Ready For Final Payment (Days or Date):	11/19/2021
<b>Contract Times from previously Approved Change Orders</b>	
Substantial Completion (Days or Date):	12/8/2021
Ready For Final Payment (Days or Date):	5/13/2022
<b>Contract Times will be Increased/Decreased because of this Change Order</b>	<i>Increased</i>
<b>Contract Times including this Change Order</b>	
Substantial Completion (Days or Date):	12/8/2021
Ready For Final Payment (Days or Date):	5/31/2022

**5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times**

**ACCEPTED:**

By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Name: Timothy J. Mahoney  
Title: Mayor  
Date: \_\_\_\_\_

**ACCEPTED:**

By:  \_\_\_\_\_  
CONTRACTOR (Authorized Signature)  
Name: Jim Cast  
Title: President  
Date: 4/18/2022

**RECOMMENDED:**

By: Cassie McNames \_\_\_\_\_  
ENGINEER (Authorized Signature)  
Name: Cassie McNames  
Title: Project Manager  
Date: \_\_\_\_\_ 4/18/2022

**ACCEPTED:**

Funding Agency (if applicable)

By:  \_\_\_\_\_  
FUNDING AGENCY (Authorized Signature)  
Name: Becky Hanson  
Title: Transit Program Manager  
Date: 4/18/2022



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

December 23, 2021

Re: GTC Exterior Renovation (F21001) – PR 012

Cassie,

Below is a price to have Superior Electric replace the exterior pole mounted light fixtures at the GTC as requested in PR 012.

Superior Electric – Lump Sum	\$6,814.27
Gast Markup 5%	<u>\$340.73</u>
Total	<u><b>\$7,155.00</b></u>

If you have any questions or concerns please call.

Thanks,

Jared Pedersen  
Project Manager



300 23rd Ave E, Suite 100  
West Fargo, ND 58078-7820  
701 232 5353  
KLJENG.COM

12/15/2021  
Jared Pederson  
Project Manager  
Gast Construction Company  
3410 39th St S  
Fargo, ND 58104

Re: GTC Exterior Renovations (F21001) – PR 12

Dear Mr. Pederson:

Please refer to the letter attached from Vareberg Engineering regarding a proposal request to replace the exterior pole mounted light fixtures at the GTC. The locations of the light fixtures in question has also been attached for your reference. This work is associated with the GTC Remodel (F21001) project. If you have any questions, please contact Wyatt Cameron at 701-234-0926. Please submit your proposal for this work no later than December 22, 2021.

Please note this is not a change order nor direction to proceed with the work.

Sincerely,

KLJ

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames, PE  
Project Manager  
Enclosure(s): (2) PR 12 Drawing and Vareberg PR  
Project #: 1804-00689  
cc: Wyatt Cameron, Kara Barber, File



**REQUEST FOR PROPOSAL PR12**

To: Cassie McNames  
KLJ

Project: GTC Exterior Renovations  
Fargo, North Dakota

Date: December 14, 2021

Please submit a detailed, itemized quotation per line item below for changes in the Contract Sum and/or Time, incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH WORK.

**Description:**

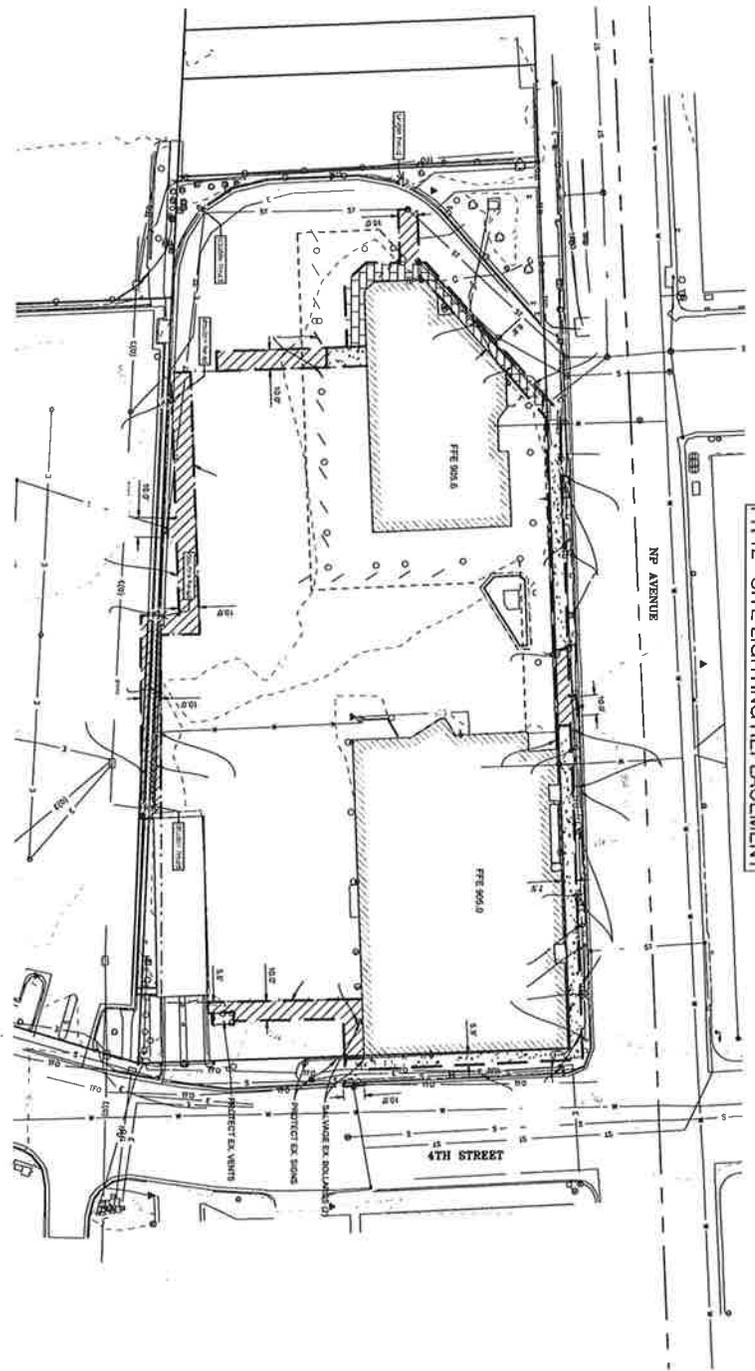
1. Replace all dual pole mounted light fixtures (total of (8) fixtures on (4) poles) with SLG Lighting Model # ALW 210 T4 G1 4K AL-SFD ALW-M-EGS; 14,200 lumens, Type IV distribution, Universal voltage, 4000K CCT, Dark Bronze Finish, Slipfitter Mount, External Glare Shield. Field verify existing mounting requirements.
2. Replace (1) existing single head pole mounted light fixtures with SLG Lighting Model # ALW 210 T3 G1 4K AL-SFD ALW-M-EGS; 14,200 lumens, Type III distribution, Universal voltage, 4000K CCT, Dark Bronze Finish, Slipfitter Mount, External Glare Shield. Field verify existing mounting requirements.

Respectfully Submitted,

VAREBERG ENGINEERING, LTD.

A handwritten signature in black ink, appearing to read 'Wyatt Cameron', is written over a horizontal line.

Wyatt Cameron, Project Engineer



GTC EXTERIOR RENOVATIONS  
PR 12 - SITE LIGHTING REPLACEMENT



Description	Quantity	Total Material	Total Hours
1 WIRE CONNRED	15	3.16	0.90
2 1x 175WMH POLEMNT	9	0.00	17.55
<b>Totals</b>	<b>24</b>	<b>3.16</b>	<b>18.45</b>

\$70/HR

	Final Pricing	Value (\$)	Pct (%)
Database Material (Extension)		3.16	
Quoted Material		3,545.00	
Material Tax		266.11	7.500
Material Total		3,814.27	
Direct Labor		1,291.50	
Labor Total		1,291.50	
Subcontractors			
General Expenses			
Equipment		537.50	Lift Rental
Total Cost		5,643.27	
Database Material Overhead		0.51	15.000
Quoted Material Overhead		571.63	15.000
Labor Overhead		193.73	15.000
Equipment Overhead		80.63	15.001
Total Overhead		846.50	15.000
Database Material Markup		0.20	5.000
Quoted Material Markup		219.13	5.000
Labor Markup		74.26	5.000
Equipment Markup		30.91	5.001
Total Markup		324.50	5.000
Selling Price		6,814.27	
Final Price		6,814.27	Total

**Expiration Date: 01/05/22**

## Quotation

**TO:**

SUPERIOR ELECTRIC LL - FARGO  
Attn:MARC ERBES  
1533 10TH ST N  
FARGO, ND 58102-2211

**Project Info:**

Project: GTC Exterior Renovations  
Job #: 16785  
Bid Date: 12/16/21  
Bid Time: 05:00 PM CST  
Quoter: Bobby Brungardt

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
<b>A</b>	8		ALW 210 T4 G1 4K 14200Lm 4000K 120-277V Type IV Distribution - Dark Bronze			
<b>B</b>	1		ALW 210 T3 G1 4K 14200Lm 4000K 120-277V Type III Distribution - Dark Bronze			
<b>SFD</b>	9		AL-SFD Adjustable Slipfitter Mount for 2"-2-1/2" Two Sets of Screws, Dark Bronze			
<b>EGS</b>	9		ALW-M-EGS External Glare Shield			

Terms: Net 20 Days

Prices firm for entry by: 20 Days

**Notes:**

1 START-UP, COMMISSIONING and/or TRAINING FOR CONTROL SYSTEMS IS NOT INCLUDED IN PRICE  
UNLESS NOTED OTHERWISE ON THIS QUOTE.

2 Mounting hardware is not included unless specifically noted in above quotation.

**From:**

DAKOTA SUPPLY GROUP - FAR  
Phone 701-237-9440  
2601 3RD AVE NORTH  
FARGO, ND 58102-4016  
Printed By: Bobby Brungardt

**Notes**

Project: GTC Exterior Renovations

**Expiration**

**01/05/22**

**Quotation**

Type	Quantity	Vendor	Description	LOT #	Unit Price	Ext Price
------	----------	--------	-------------	-------	------------	-----------

- 3 Pricing includes only materials as shown on the Bill of Material.
- 4 Voltages to be confirmed by the contractor.
- 5 Any Changes to the equipment configurations and/or ratings will require a re-quote.
- 6 Clerical errors are subject to approval.
- 7 No labor charges will be paid unless pre-approved in writing
- 8 Prices do not include lamps unless so stated.
- 9 No taxes are included in quoted price.
- 10 Quote is based on quantities and types indicated. Changes in counts or types may affect prices.
- 11 Pre-shipment of anchor bolts will incur additional freight charge.
- 12 Spares not included unless otherwise noted.
- 13 Vibration Dampers not included unless otherwise noted.
- 14 BAA & ARRA are considered not to be requirements of this quote, unless otherwise noted
- 15 All quotations are made in accordance with our interpretation of the plans and specifications and include only the materials listed, subject to correction for errors. Deviations in quantities may modify prices quoted. Unless otherwise noted: all prices are subject to change without notice and are void unless accepted within 30-days from the date. In the event of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment. DSG shall not be liable for failure to deliver or delivery performance due to causes beyond our reasonable control. A Summary of DSG standard terms and conditions of sales can be found at: [www.dsgsupply.com/terms](http://www.dsgsupply.com/terms)

**From:**

DAKOTA SUPPLY GROUP - FAR  
 Phone 701-237-9440  
 2601 3RD AVE NORTH  
 FARGO, ND 58102-4016  
 Printed By: Bobby Brungardt

**Total**

**3,545.25**

**Notes**



# GAST CONSTRUCTION

General Contractors

Fargo • Wahpeton

Cassie McNames  
KLJ  
300 23<sup>rd</sup> Ave E, Suite 100  
West Fargo, North Dakota 58078

March 11, 2022

Re: GTC Exterior Renovation (F21001) – PR 013 REVISED

Cassie,

Below is a broken down price to perform the work as described in the revised PR 013 letter.

**Base Bid**

Crosswalk Striping – Epoxy Paint	\$4,290.00
Concrete Reinforcing - Material	\$350.00
Concrete	
- Material	\$1,630.00
- Labor	\$3,645.00
- Lift Rental	\$500.00
Supervising/Office	
- Labor	<u>\$1,050.00</u>
Subtotal	\$11,465.00
Markup 15%	<u>\$1,720.00</u>
Total	<b>\$13,185.00</b>

**Alternate #1 – Use Latex Paint on Crosswalk Striping in lieu of Epoxy Paint**

**Deduct (\$1,650.00)**

If you have any questions or concerns please call.

accepted, total =  
\$11,535

Thanks,

Jared Pedersen  
Project Manager



300 23rd Ave E, Suite 100  
West Fargo, ND 58078-7820  
701 232 5353  
KLJENG.COM

3/7/2022

Jared Pederson  
Project Manager  
Gast Construction Company  
3410 39th St S  
Fargo, ND 58104

Re: GTC Exterior Renovations (F21001) – PR 13\_Rev 3/7/2022

Dear Mr. Pederson:

The City has requested installation a crosswalk at the exit driveway on the west side of the GTC. KLJ has prepared a drawing illustrating the additional work which is shown in drawing C2.1 (revision 1) attached.

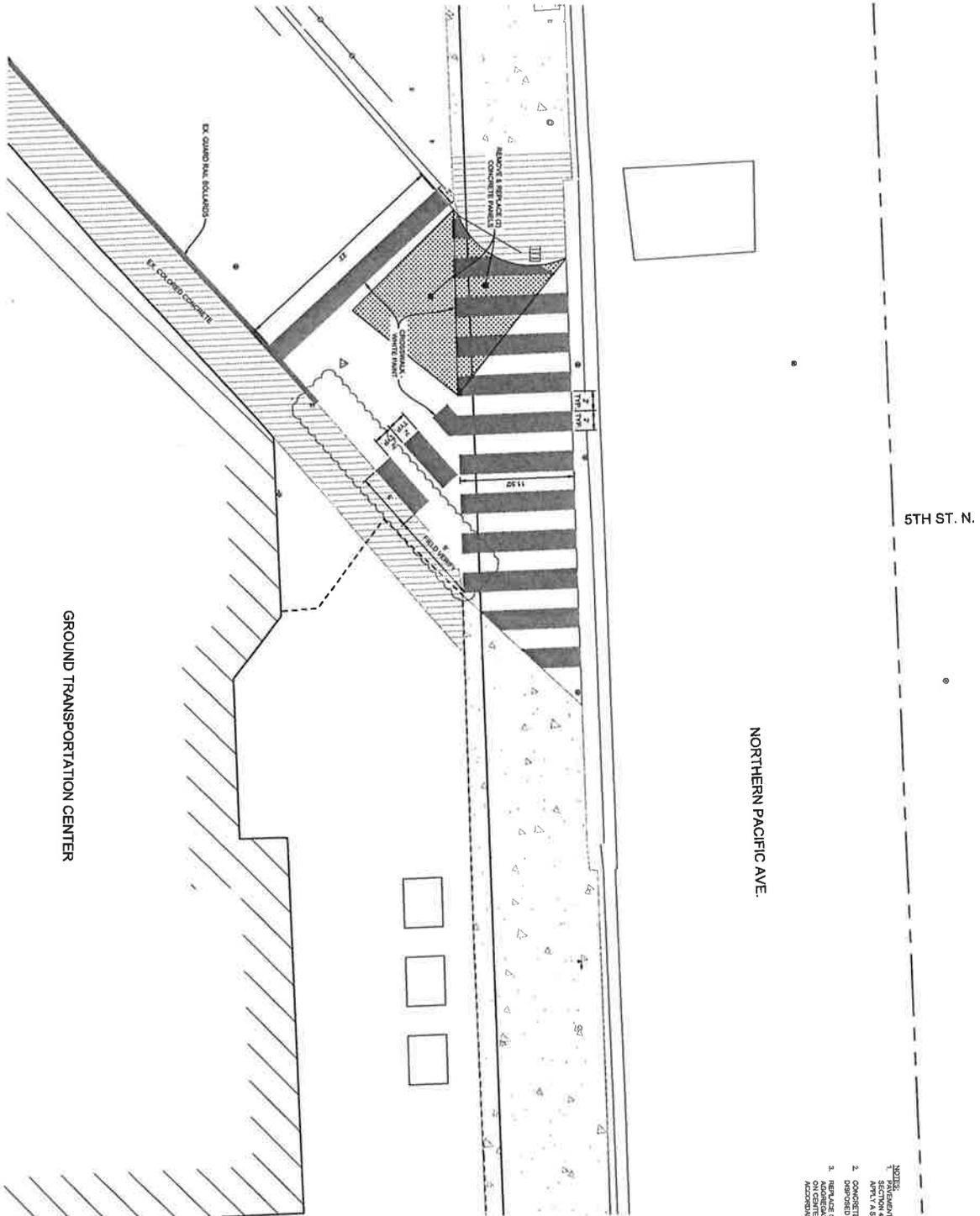
Please note this is not a change order nor direction to proceed with the work. Please contact Scott Kolbinger at 701-271-4846 if you have any questions or comments. Your response is requested on or before March 14, 2022.

Sincerely,

**KLJ**

*Cassie McNames*

Cassie McNames, PE  
Project Manager  
Enclosure(s): (1) Sheet C2.1  
Project #: 1804-00689  
cc: Scott Kolbinger, File



- NOTES
1. EXISTING MARKING PAINT SHALL BE PER CITY OF FARGO SPECIFICATIONS APPLIED TO ALL EXISTING MARKING. ALL NEW MARKING SHALL BE PER CITY OF FARGO SPECIFICATIONS APPLIED TO ALL NEW MARKING.
  2. CONCRETE PAINTING SHALL BE PER CITY OF FARGO SPECIFICATIONS APPLIED TO ALL EXISTING CONCRETE SURFACES.
  3. REPLACE CONCRETE SIDEWALK WITH 1.5" CONCRETE OVER 4" CLASS 3 AGGREGATE. SHALL BE 2" LOW DOME CURBS INTO EXISTING CONCRETE AT 2' SPACING. SHALL BE 2" HIGH DOME CURBS INTO EXISTING CONCRETE AT 2' SPACING WITH 1" RADIUS. SHALL BE 2" HIGH DOME CURBS INTO EXISTING CONCRETE AT 2' SPACING WITH 1" RADIUS.



CITY OF FARGO  
 CTC EXTERIOR  
 RENOVATIONS - F210C  
 FARGO, NORTH DAKOTA

**KLJ**  
 300 25RD AVE E  
 SUITE 100  
 WEST FARGO, ND 58078  
 701.232.5353

**FOSS**  
 ARCHITECTURE  
 + INTERIORS  
 1000 1ST AVE S  
 FARGO, ND 58103

**KFI**  
 ENGINEERS  
 300 25RD AVE E, SUITE 100  
 WEST FARGO, ND 58078  
 (701) 232-5353 Fax: (660) 604-2390  
 www.kfi.com

**VAREBERG**  
 ENGINEERING  
 10117 AMERSON AVE - FARGO ND 58103  
 PHONE: (701) 232-5353 FAX: (701) 232-5354

**Kimley-Horn**  
 701 232 5353  
 www.kimley-horn.com

NO.	REVISION	DATE

Δ Review proposed curbs and rail 3/7/20

PROJECT: 5th BIRDA  
 SCALE: AS SHOWN  
 DATE: 08/09/21  
 SHEET: 287  
**CROSSWALK  
 IMPROVEMENTS**



SHEET  
**C2.**

April 19, 2022

31

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner  
Temporary Construction Easement – Improvement District #BN-22-F1**

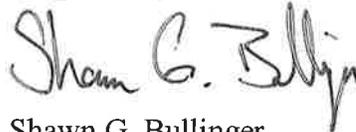
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary construction easement in association with Improvement District #BN-22-F1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary construction easement from **Wal-Mart Real Estate Business Trust** in association with Improvement District #BN-22-F1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jason Satterlund  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-22-F1	County Cass	Parcel(s) 01-8380-00080-000
Landowner Wal-Mart Real Estate Business Trust		
Mailing Address 2608 SE J Street, Attn: ND RE Portfolio Manager, Bentonville, AR 72716-5510		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,225.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>1,225.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
<b>Total Offer</b>	<b>\$</b>	<b><u>1,225.00</u></b>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*



**Timothy J. Mahoney**  
 \_\_\_\_\_  
 MAYOR  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

A tract of land in **THE DISTRICT OF FARGO ADDITION** to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The south 50.00 feet of the west 50.00 feet of the east 250.00 feet of Lot 3, Block 5 of said **THE DISTRICT OF FARGO ADDITION** on file as document 1215551 at the Cass County Recorder's Office.

Said tract contains 2,500 square feet more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made. Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with

the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

Grantee or its contractor shall restore any damaged property to an equal or better condition than existed prior to entry and performance of Grantee or contractor activities. Access to the Grantor's Property shall be maintained at all times. Grantee's Contractor shall maintain, (i) workers' compensation insurance in accordance with applicable law, (ii) commercial general liability insurance with liability limits of at least \$1,000,000 per occurrence for bodily injury, personal injury or death, and (iii) property damage insurance in the amount of at least \$1,000,000.00 per occurrence. Grantee shall not permit any liens to attach to the Grantor Property arising from any entry upon the Grantor Property. To the extent permitted by law, if any, Grantee hereby agrees to indemnify, defend, protect and hold harmless Grantor, its partners, shareholders, officers, members, directors, agents and employees, from and against any and all liens, losses, costs, claims, causes of action, damages, liabilities and expenses incurred in connection with or arising in any way from Grantee's entry upon the Grantor Property.

This easement shall terminate on November 30, 2022.

(Signatures on the following pages)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 15<sup>th</sup> day of April, 2022.

GRANTOR:

Wal-Mart Real Estate Business Trust,  
a Delaware statutory trust

[Signature]  
By: DREW R. QUITZCHAU  
Its: Senior Manager II

STATE OF Arkansas )  
 ) ss.  
COUNTY OF Benton )

On this 15<sup>th</sup> day of April, 2022, before me, a notary public in and for said county and state, personally appeared Drew Quitzchau, to me known to be the Senior Manager of **Wal-Mart Real Estate Business Trust**, a Delaware statutory trust, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

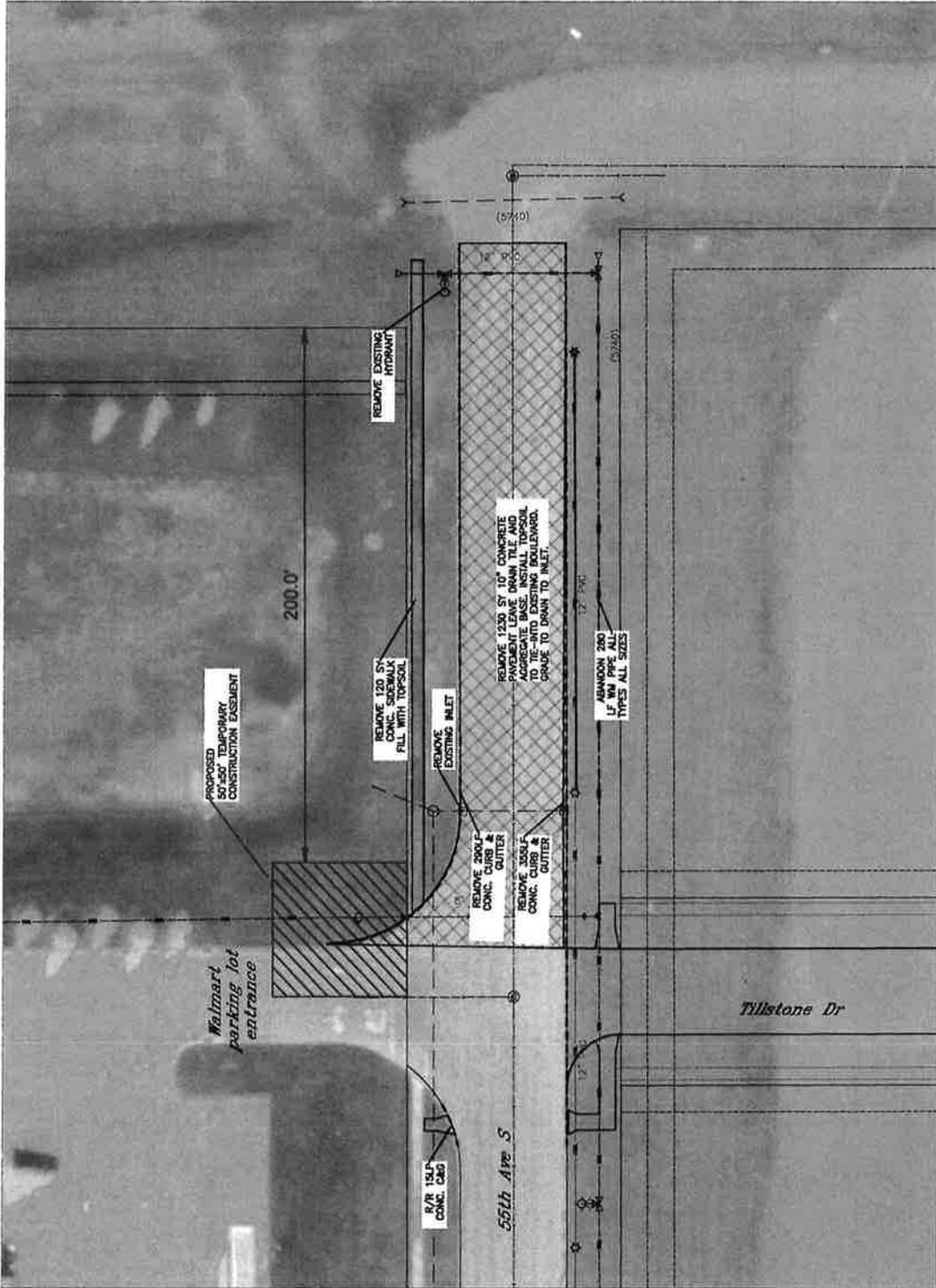
[Signature]  
Notary Public  
Washington County, Arkansas

(SEAL)

Sheri Fiel-Torbett  
Washington COUNTY  
NOTARY PUBLIC - ARKANSAS  
My Commission Expires 05/27/2030  
Commission No. 12377216



Exhibit A



ALL DIMENSIONS ARE BASED ON  
PLACES UNLESS NOTED OTHERWISE

ADDITIONAL CONSTRUCTION  
REVISIONS (0)

(3) (2) (1)

SEAL

<b>Removels</b>	
New Utility and Paving Construction	
Improvement District <b>BN-22-F1</b>	
DESIGN BY: JAJ	CHECKED BY: JTS
DRAWN BY: JAJ	DATE: 1/14/2022
SECTION NO.	SHEET NO.
040	1



COVER SHEET  
CITY OF FARGO PROJECTS

32

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of improvement district as it will appear in the contract:

New Utility and Paving Construction

Improvement

District No. BN-22-F

Call For Bids	<u>May 2</u>	, <u>2022</u>
Advertise Dates	<u>May 11 &amp; 18</u>	, <u>2022</u>
Bid Opening Date	<u>May 25</u>	, <u>2022</u>
Substantial Completion Date	<u>October 14</u>	, <u>2022</u>
Final Completion Date	<u>November 11</u>	, <u>2022</u>

<u>N/A</u>	PWPEC Report (Part of 2022 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Dan Eberhardt)

Project Engineer Tyler Jacobs

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

<u>X</u>	Create District (Attach Copy of Legal Description)
<u>X</u>	Order Plans & Specifications
<u>X</u>	Approve Plans & Specifications
<u>X</u>	Adopt Resolution of Necessity
<u>X</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>X</u>	Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT  
NEW UTILITY AND PAVING CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-F  
THE DISTRICT OF FARGO FOURTH ADDITION**

**Nature & Scope**

Infrastructure request to facilitate construction of new underground utilities, asphalt pavement and incidentals as requested by the Developer.

**Purpose**

This project is to provide City infrastructure for the development of new commercial properties and to connect existing infrastructure.

**Feasibility**

The estimated cost of construction is \$1,542,697.00. The cost breakdown is as follows:

<b>Special Assessments</b>			
<b>Construction Cost</b>			<b>\$1,478,524.50</b>
<b>Fees</b>			
Admin	4%		\$59,140.98
Contingency	5%		\$73,926.23
Engineering	10%		\$147,852.45
Interest	4%		\$59,140.98
Legal	3%		\$44,355.74
<b>Total Estimated Cost</b>			<b>\$1,862,940.88</b>
<b>Funding</b>			
Special Assessments		100.00%	\$1,862,940.88

**City Funded Work**

**Construction Cost** \$64,172.50

**Fees**

Admin	4%	\$2,566.90
Contingency	5%	\$3,208.63
Engineering	10%	\$6,417.25
Interest	4%	\$2,566.90
Legal	3%	\$1,925.18

---

**Total Estimated Cost** **\$80,857.36**

**Funding**

Sales Tax Funds - Infrastructure - 420	100.00%	\$80,857.36
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**Project Funding Summary**

Special Assessments	95.84%	\$1,862,940.88
Sales Tax Funds - Infrastructure - 420	4.16%	\$80,857.36

---

**Total Estimated Project Cost** **\$1,943,798.24**

**This project does not have any alternate or optional containers.**

We believe this project to be cost effective.



*TK*  
 \_\_\_\_\_  
 Thomas Knakmuhs, PE  
 Assistant City Engineer

**LOCATION AND COMPRISING  
NEW UTILITY AND PAVING CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-22-F  
THE DISTRICT OF FARGO FOURTH ADDITION**

**LOCATION:**

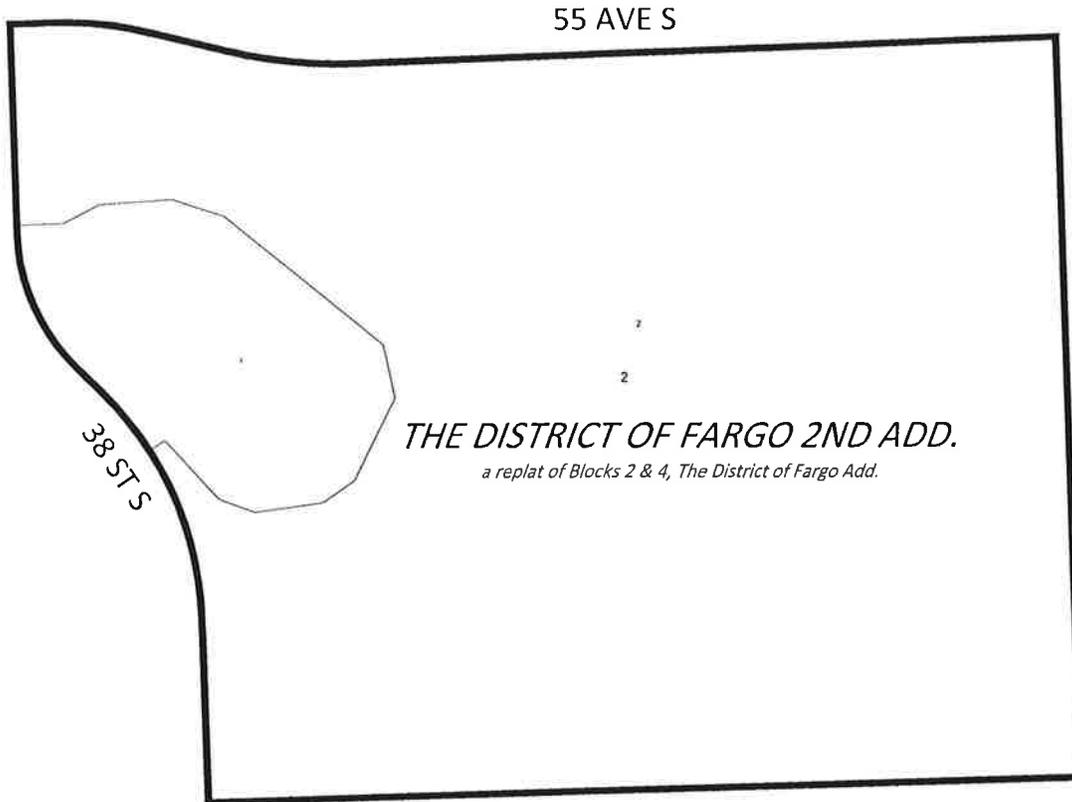
On Tillstone Drive between 55th Avenue South and 38th Street South.  
To be platted in The District of Fargo Fourth Addition.

**COMPRISING:**

Lots 1 & 2, Block 2.

All platted in The District of Fargo 2nd Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



INTERSTATE 29

CITY OF FARGO ENGINEERING  
DEPARTMENT

LOCATION & ASSESSMENT AREA

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-22-F

33

April 28, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. AN-22-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 27, 2022, for Alley Paving, Improvement District No. AN-22-A1, located in Truesdell's Addition – 9th Avenue North to 10th Avenue North between 2nd Street North and 3rd Street North

The bids were as follows:

Dirt Dynamics	\$77,890.00
Engineer's Estimate	\$73,095.00

The special assessment escrow is not required.

The alley paving was initiated by a petition signed by over 50% of the property owners. The project was designed, the district was created and the property owners were sent a letter informing them of the project, the estimated cost and information about the protest process.

The protest period expired on April 28, 2022. The responses received are summarized as follows:

6 properties opposed project	60.0%
4 properties support project	40.0%

The protests to the creation of the assessment district exceed 50%, which terminates the District.

Recommended Motion:

Declare protests as sufficient to terminate District No. AN-22-A1 and reject all bids.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/jmg



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # AN-22-A1**

**Alley Paving**

9 Ave N to 10 Ave N between 2 St N and 3 St N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Alley Paving Improvement District # AN-22-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>					
1	Excavation	CY	200.00	\$ 15.00	\$ 3,000.00
2	Subgrade Preparation	SY	585.00	\$ 8.00	\$ 4,680.00
3	F&I Pavement 6" Thick Reinf Conc	SY	585.00	\$ 106.00	\$ 62,010.00
4	Remove Driveway All Thicknesses All Types	SY	20.00	\$ 180.00	\$ 3,600.00
5	Mulching Type 1 Hydro	SY	30.00	\$ 30.00	\$ 900.00
6	Seeding Type B	SY	30.00	\$ 30.00	\$ 900.00
7	Inlet Protection - Existing Inlet	EA	4.00	\$ 200.00	\$ 800.00
8	Traffic Control - Type 1	LS	1.00	\$ 1,000.00	\$ 1,000.00
9	F&I Rock Mulch	Ton	10.00	\$ 100.00	\$ 1,000.00
<b>Paving Total</b>					\$ 77,890.00
<b>Total Construction in \$</b>					\$ 77,890.00
Engineering					10.00% \$ 7,789.00
Legal & Misc					3.00% \$ 2,336.70
Contingency					5.00% \$ 3,894.50
Administration					4.00% \$ 3,115.60
Interest					4.00% \$ 3,115.60
<b>Total Estimated Costs</b>					\$ 98,141.40
Special Assessments					\$ 98,141.40
<b>Unfunded Costs</b>					\$ -

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 4/27/2022

Tom Knakmuhs  
Assistant City Engineer



34a

April 13, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-22-K1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 13, 2022, for New Paving and Utility Construction, Improvement District No. BN-22-K1, located on Crossroads Drive between 42nd Street South and 23rd Avenue South and on 41st Street South between 23rd Avenue South and Crossroads Drive.

The bids were as follows:

Dakota Underground Co.	\$2,097,075.87
Northern Improvement Co.	\$2,459,552.93
Engineer's Estimate	\$1,730,077.90

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of \$2,097,075.87 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**IMPROVEMENT DISTRICT # BN-22-K1**

**New Paving and Utility Construction**

On Crossroads Drive from 42 St S to 41 St S and on 41 St S from 23 Ave S to Crossroads Drive.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Paving and Utility Construction Improvement District # BN-22-K1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>					
1	Topsoil - Strip	CY	7,619.00	\$ 4.00	\$ 30,476.00
2	Excavation	CY	11,873.00	\$ 13.50	\$ 160,285.50
3	Subcut	CY	1,431.00	\$ 5.00	\$ 7,155.00
4	Subgrade Preparation	SY	8,581.00	\$ 2.00	\$ 17,162.00
5	F&I Woven Geotextile	SY	8,581.00	\$ 1.70	\$ 14,587.70
6	F&I Class 5 Agg - 10" Thick	SY	8,581.00	\$ 13.00	\$ 111,553.00
7	F&I Edge Drain 4" Dia PVC	LF	3,750.00	\$ 12.50	\$ 46,875.00
8	F&I Curb & Gutter Standard (Type II)	LF	3,750.00	\$ 23.00	\$ 86,250.00
9	Remove Curb & Gutter	LF	60.00	\$ 10.00	\$ 600.00
10	F&I Pavement 10" Thick Doweled Conc	SY	7,983.00	\$ 82.00	\$ 654,606.00
11	F&I Median Nose Conc	SY	132.00	\$ 15.00	\$ 1,980.00
12	F&I Sidewalk 4" Thick Reinf Conc	SY	17.00	\$ 60.00	\$ 1,020.00
13	F&I Sidewalk 6" Thick Reinf Conc	SY	16.00	\$ 70.00	\$ 1,120.00
14	F&I Det Warn Panels Cast Iron	SF	36.00	\$ 52.00	\$ 1,872.00
15	Casting to Grade - Blvd	EA	28.00	\$ 300.00	\$ 8,400.00
16	GV Box to Grade - Blvd	EA	13.00	\$ 250.00	\$ 3,250.00
17	Mulching Type 1 Hydro	SY	8,401.00	\$ 0.45	\$ 3,780.45
18	Seeding Type C	SY	12,285.00	\$ 0.40	\$ 4,914.00
<b>Paving Total:</b>					\$ 1,155,886.65
<b>Sanitary Sewer</b>					
19	F&I Manhole GB	EA	8.00	\$ 4,400.00	\$ 35,200.00
20	F&I Manhole 4' Dia Reinf Conc	EA	7.00	\$ 6,600.00	\$ 46,200.00
21	F&I Manhole w/Ext Drop 5' Dia Reinf Conc	EA	1.00	\$ 24,000.00	\$ 24,000.00
22	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	20.00	\$ 0.01	\$ 0.20
23	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	910.00	\$ 0.01	\$ 9.10
24	Plug Pipe 8" Dia	EA	6.00	\$ 50.00	\$ 300.00
25	Plug Pipe 12" Dia	EA	1.00	\$ 150.00	\$ 150.00
26	Connect Pipe to Exist Pipe	EA	1.00	\$ 6,000.00	\$ 6,000.00
27	F&I Pipe 24" Dia Ultra Corr	LF	20.00	\$ 420.00	\$ 8,400.00
28	F&I Pipe SDR 26 - 6" Dia PVC	LF	101.00	\$ 59.00	\$ 5,959.00
29	F&I Pipe SDR 26 - 8" Dia PVC	LF	289.00	\$ 48.00	\$ 13,872.00
30	F&I Pipe SDR 26 - 12" Dia PVC	LF	1,628.00	\$ 78.00	\$ 126,984.00
31	Connect Sewer Service	EA	4.00	\$ 750.00	\$ 3,000.00
<b>Sanitary Sewer Total:</b>					\$ 270,074.30

**Water Main**

32	F&I Fittings C153 Ductile Iron	LB	1,442.00	\$	6.50	\$	9,373.00
33	F&I Hydrant	EA	6.00	\$	5,900.00	\$	35,400.00
34	Plug Pipe 8" Dia	EA	1.00	\$	200.00	\$	200.00
35	Connect Pipe to Exist Pipe	EA	2.00	\$	1,000.00	\$	2,000.00
36	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	64.00	\$	37.00	\$	2,368.00
37	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	18.00	\$	68.00	\$	1,224.00
38	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,715.00	\$	84.00	\$	144,060.00
39	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	44.00	\$	127.00	\$	5,588.00
40	F&I Gate Valve 6" Dia	EA	6.00	\$	1,800.00	\$	10,800.00
41	F&I Gate Valve 8" Dia	EA	1.00	\$	2,400.00	\$	2,400.00
42	F&I Gate Valve 12" Dia	EA	6.00	\$	4,600.00	\$	27,600.00
43	F&I Hydrant Ext. 24" High	EA	1.00	\$	1,850.00	\$	1,850.00
<b>Water Main Total</b>							\$ 242,863.00

**Storm Sewer**

44	F&I Manhole GB	EA	10.00	\$	1,700.00	\$	17,000.00
45	Repair Manhole Floor & Invert	EA	2.00	\$	500.00	\$	1,000.00
46	Modify Manhole	EA	1.00	\$	2,000.00	\$	2,000.00
47	F&I Manhole 4' Dia Reinf Conc	EA	6.00	\$	4,300.00	\$	25,800.00
48	F&I Manhole 5' Dia Reinf Conc	EA	3.00	\$	7,500.00	\$	22,500.00
49	F&I Manhole 6' Dia Reinf Conc	EA	1.00	\$	9,500.00	\$	9,500.00
50	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	\$	8,100.00	\$	8,100.00
51	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7.00	\$	3,450.00	\$	24,150.00
52	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	\$	1,900.00	\$	1,900.00
53	Connect Pipe to Exist Structure	EA	2.00	\$	2,500.00	\$	5,000.00
54	F&I Pipe 15" Dia	LF	96.00	\$	69.00	\$	6,624.00
55	F&I Pipe 18" Dia	LF	664.00	\$	70.00	\$	46,480.00
56	F&I Pipe 24" Dia	LF	31.00	\$	100.00	\$	3,100.00
57	F&I Pipe 30" Dia	LF	799.00	\$	128.00	\$	102,272.00
58	F&I Pipe w/GB 15" Dia Reinf Conc	LF	240.00	\$	80.00	\$	19,200.00
59	F&I Pipe w/GB 18" Dia Reinf Conc	LF	137.00	\$	95.00	\$	13,015.00
60	F&I Pipe w/GB 30" Dia Reinf Conc	LF	204.00	\$	180.00	\$	36,720.00
<b>Storm Sewer Total</b>							\$ 344,361.00

**Miscellaneous**

61	Clear & Grub	LS	1.00	\$	1,500.00	\$	1,500.00
62	Remove Pavement 10" Thick Conc	SY	60.00	\$	20.00	\$	1,200.00
63	Mulching Type 2 Straw	SY	9,000.00	\$	0.22	\$	1,980.00
64	Stormwater Management	LS	1.00	\$	5,000.00	\$	5,000.00
65	Temp Construction Entrance	EA	2.00	\$	0.01	\$	0.02
66	Sediment Control Log 6" to 8" Dia	LF	50.00	\$	5.00	\$	250.00
67	Inlet Protection - New Inlet	EA	10.00	\$	250.00	\$	2,500.00
68	Inlet Protection - Existing Inlet	EA	8.00	\$	250.00	\$	2,000.00
69	Traffic Control - Type 1	LS	1.00	\$	2,500.00	\$	2,500.00
<b>Miscellaneous Total</b>							\$ 16,930.02

**Signing**

70	F&I Sign Assembly	EA	2.00	\$	80.00	\$	160.00
71	F&I Sign Assembly & Anchor	EA	6.00	\$	110.00	\$	660.00

72 F&I Diamond Grade Cubed	SF	49.90	\$	27.00	\$	1,347.30
73 F&I High Intensity Prismatic	SF	14.00	\$	25.00	\$	350.00
74 F&I Barricade Type III	EA	2.00	\$	650.00	\$	1,300.00
					<b>Signing Total</b>	\$ 3,817.30
<b>Street Lights</b>						
75 F&I Base 6' Deep Reinf Conc	EA	10.00	\$	525.00	\$	5,250.00
76 F&I Conductor #6 USE Cu	LF	4,923.00	\$	2.70	\$	13,292.10
77 F&I Innerduct 1.5" Dia	LF	1,886.00	\$	5.25	\$	9,901.50
78 F&I Luminaire Type A	EA	10.00	\$	360.00	\$	3,600.00
79 F&I Pull Box	EA	1.00	\$	1,100.00	\$	1,100.00
80 F&I Light Standard Type A	EA	10.00	\$	3,000.00	\$	30,000.00
					<b>Street Lights Total</b>	\$ 63,143.60
					<b>Total Construction in \$</b>	<b>\$ 2,097,075.87</b>
			Engineering	10.00%	\$	209,707.59
			Legal & Misc	3.00%	\$	62,912.28
			Contingency	5.00%	\$	104,853.79
			Administration	4.00%	\$	83,883.03
			Interest	4.00%	\$	83,883.03
					<b>Total Estimated Costs</b>	<b>\$ 2,642,315.60</b>
					Special Assessments	\$ 2,642,315.60
					<b>Unfunded Costs</b>	<b>\$ -</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 4/13/2022



Tom Knakmuhs  
Assistant City Engineer



346

April 27, 2022

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PR-22-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, April 27, 2022, for Concrete Paving Rehab/Reconstruction, Improvement District No. PR-22-C1, located on 13th Avenue South from 28th Street South to 38th Street South.

The bids were as follows:

Dakota Underground Co.	\$4,514,105.70
Strata Corp.	\$4,597,799.65
Engineer's Estimate	\$4,580,852.00

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of \$4,514,105.70 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Assistant City Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # PR-22-C1**  
**Concrete Paving Rehab/Reconstruction**

13th Ave S from 28th St S to 38th St S

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Concrete Paving Rehab/Reconstruction Improvement District # PR-22-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>					
1	Temp Fence - Safety	LF	1500.00	\$ 4.00	\$ 6,000.00
2	Remove Pavement All Thicknesses All Types	SY	12804.00	\$ 28.00	\$ 358,512.00
3	Repair Inlet	EA	8.00	\$ 3,000.00	\$ 24,000.00
4	Modify Inlet Type A	EA	6.00	\$ 1,600.00	\$ 9,600.00
5	Modify Inlet Type B	EA	4.00	\$ 3,000.00	\$ 12,000.00
6	Topsoil - Import	CY	150.00	\$ 40.00	\$ 6,000.00
7	Boulevard Grading	SY	250.00	\$ 20.00	\$ 5,000.00
8	Clean & Seal Concrete Joints	LF	9500.00	\$ 2.20	\$ 20,900.00
9	Cross-Stitch Concrete Joints	EA	2500.00	\$ 24.00	\$ 60,000.00
10	F&I Curb & Gutter Standard (Type II)	LF	2600.00	\$ 49.00	\$ 127,400.00
11	Remove Curb & Gutter	LF	2600.00	\$ 10.00	\$ 26,000.00
12	Repair Pavement - Partial Depth Conc	SF	750.00	\$ 110.00	\$ 82,500.00
13	F&I Pavement 10" Thick Doweled Conc	SY	12320.00	\$ 150.00	\$ 1,848,000.00
14	Rem & Repl Pavement 7" Thick Reinf Conc	SY	60.00	\$ 104.00	\$ 6,240.00
15	F&I Median Nose Conc	SY	108.00	\$ 150.00	\$ 16,200.00
16	F&I Sidewalk Curb	LF	150.00	\$ 50.00	\$ 7,500.00
17	F&I Sidewalk 4" Thick Reinf Conc	SY	1650.00	\$ 75.00	\$ 123,750.00
18	F&I Sidewalk 6" Thick Reinf Conc	SY	507.00	\$ 85.00	\$ 43,095.00
19	Remove Sidewalk All Thicknesses All Types	SY	2142.00	\$ 16.00	\$ 34,272.00
20	F&I Impressioned 6" Thick Reinf Conc	SY	453.00	\$ 140.00	\$ 63,420.00
21	F&I Det Warn Panels Cast Iron	SF	594.00	\$ 60.00	\$ 35,640.00
22	F&I Casting - Inlet	EA	17.00	\$ 2,000.00	\$ 34,000.00
23	F&I Casting - Std Manhole	EA	6.00	\$ 1,000.00	\$ 6,000.00
24	F&I Casting - Floating Manhole	EA	17.00	\$ 2,000.00	\$ 34,000.00
25	Casting to Grade - w/Conc	EA	55.00	\$ 800.00	\$ 44,000.00
26	GV Box to Grade - w/Conc	EA	12.00	\$ 500.00	\$ 6,000.00
27	Repair Pavement - Patch Asph	SY	200.00	\$ 150.00	\$ 30,000.00
28	F&I Traffic Surface Gravel	Ton	500.00	\$ 40.00	\$ 20,000.00
29	Mill / Grind Conc Pvmt	SY	24000.00	\$ 10.00	\$ 240,000.00
30	Mulching Type 1 Hydro	SY	2500.00	\$ 2.00	\$ 5,000.00
31	Seeding Type C	SY	2500.00	\$ 2.00	\$ 5,000.00

32 Stormwater Management	LS	1.00	\$	5,000.00	\$	5,000.00
33 Inlet Protection - Existing Inlet	EA	50.00	\$	150.00	\$	7,500.00
34 Traffic Control - Type 2	LS	1.00	\$	477,490.00	\$	477,490.00
35 Construction Signing	SF	400.00	\$	11.00	\$	4,400.00
36 Flagging	MHR	4000.00	\$	30.00	\$	120,000.00
37 Traffic Control - Changeable Message Board	EA	4.00	\$	2,500.00	\$	10,000.00
38 F&I Rock Mulch	Ton	30.00	\$	140.00	\$	4,200.00
<b>Paving Total</b>					\$	3,968,619.00
<b>Signing</b>						
39 Relocate Sign Assembly	EA	16.00	\$	225.00	\$	3,600.00
40 F&I Flexible Delineator	EA	25.00	\$	100.00	\$	2,500.00
<b>Signing Total</b>					\$	6,100.00
<b>Pavement Marking</b>						
41 Obliterate Pavement Markings	SF	1000.00	\$	5.25	\$	5,250.00
42 F&I Grooved Plastic Film Message	SF	200.00	\$	39.90	\$	7,980.00
43 F&I Grooved Plastic Film 4" Wide	LF	125.00	\$	6.30	\$	787.50
44 F&I Grooved Plastic Film 6" Wide	LF	250.00	\$	11.55	\$	2,887.50
45 F&I Grooved Plastic Film 8" Wide	LF	2500.00	\$	12.60	\$	31,500.00
46 F&I Grooved Plastic Film 16" Wide	LF	1250.00	\$	29.40	\$	36,750.00
47 F&I Grooved Plastic Film 24" Wide	LF	2540.00	\$	44.10	\$	112,014.00
48 F&I Grooved Contrast Film 7" Wide	LF	2500.00	\$	13.65	\$	34,125.00
49 Paint Epoxy Line 4" Wide	LF	525.00	\$	4.20	\$	2,205.00
50 Paint Epoxy Line 8" Wide	LF	130.00	\$	6.30	\$	819.00
51 Paint Epoxy Message	SF	32.00	\$	23.10	\$	739.20
<b>Pavement Marking Total</b>					\$	235,057.20
<b>Street Lights</b>						
52 Remove Street Light	EA	6.00	\$	157.00	\$	942.00
53 Remove Base	EA	6.00	\$	525.00	\$	3,150.00
54 F&I Lighting System	LS	1.00	\$	6,720.00	\$	6,720.00
<b>Street Lights Total</b>					\$	10,812.00
<b>Traffic Signals</b>						
55 F&I PTZ Camera System	EA	1.00	\$	5,250.00	\$	5,250.00
56 Rem & Repl T-Base Type IV	EA	12.00	\$	4,725.00	\$	56,700.00
57 Relocate Signal Standard Type V	EA	1.00	\$	265.00	\$	265.00
58 F&I Detection In-Ground Loop	EA	6.00	\$	2,625.00	\$	15,750.00
59 F&I Detection Preformed Loop	EA	80.00	\$	1,575.00	\$	126,000.00
60 F&I Signal Cable AWG 14/2	LF	250.00	\$	0.79	\$	197.50
61 F&I Signal Cable AWG 14/3	LF	250.00	\$	0.84	\$	210.00
62 F&I Signal Cable Loop Lead-in	LF	800.00	\$	2.10	\$	1,680.00
63 F&I Conduit 1.5" Dia	LF	250.00	\$	10.50	\$	2,625.00
64 F&I Ped Push Button & Sign	EA	24.00	\$	1,050.00	\$	25,200.00
65 F&I Ped Push Button Post	EA	12.00	\$	840.00	\$	10,080.00
66 Rem & Repl Pull Box Cover	EA	14.00	\$	2,415.00	\$	33,810.00

67 Modify Traffic Signal System	LS	3.00 \$	5,250.00 \$	15,750.00
			<b>Traffic Signals Total</b>	<b>\$ 293,517.50</b>
			<b>Total Construction in \$</b>	<b>\$ 4,514,105.70</b>
Engineering		10.00%	\$	451,410.57
Legal & Misc		3.00%	\$	135,423.17
Contingency		5.00%	\$	225,705.29
Administration		4.00%	\$	180,564.23
Interest		4.00%	\$	180,564.23
			<b>Total Estimated Costs</b>	<b>\$ 5,687,773.18</b>
Sales Tax Funds - Infrastructure - 420			\$	4,055,119.12
Utility Funds - Street Lights - 528			\$	369,832.05
Spacial Assessments			\$	1,262,822.01
			<b>Unfunded Costs</b>	<b>\$ -</b>

IN WITNESS THEREOF, I have hereunto set my hand and seal  
 Date: 4/27/2022

  
 \_\_\_\_\_  
 Tom Knakmuhs  
 Assistant City Engineer

